

Civil/Domestic Case File
Case No. 1845-CV-0001

No. 45-CV-1

Union Common Pleas Court.

D L Maynard

Plaintiff,

AGAINST

Moses D Rice

Defendant.

October 1846,

Judg vs Defendts,
\$15-00

Journal

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471

Record No.

5

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Ex. Doc.

Page

R. S. Maynard
vs
Moses P Rice

in case

Union Loan Files

- issue a subpoena for James Porter C.P.

quitclaim Robert Simpson Jacob Fairfield witnesses for

~~at~~ Ptttt Oct 6th 1846 P. B. Cole atty

for Ptttt.

Motion
warrant
for
in verdict

Union Corn Meal
Rufus S. Maynard
vs
Abner P. Rice

Motion for
New Trial

Stat 165 sec 7
" 206 " 10
" 808 70

Rufus S. Maynard Super. & } Union Com. Pleas
vs }
Moses P. Rice } In Case
Verdict

And the said Dept. comes & moves this Court to set aside the verdict in the above case and grant a new trial and for cause shows the following:

1st As the injury complained of was an injury done to a public Bridge the above suit should have been brought by the County Commissioners and not by the said Maynard or Supervisor.

2nd That the building and repairing of Bridges is a duty imposed upon the County Commissioners and hence ~~the~~ said Supervisor had no Authority to bring said Commission to rebuild or repair said Bridge he was a trespasser on our premises.

3rd That the Damages offered by the jury in the above case are excessive.

4th And that said verdict is against the Law and the evidence and is otherwise incorrect and erroneous.

By S. N. Kerr &
J. M. Johnston
Depts Atty

R. S. Maynard ^{Act}
1845

Moses P. Rice

Act

Filed August 16th 1845

John Cassil
Clerk

Motion for
return over
rule

Cost Bill made
Acct

Copied Recorded

By P. B. Cole

38
50. 88

Sept 15

State of Ohio
Union County } Court of Common Pleas
May Term A D 1845—

This Cause comes into this Court by way of appeal from the
Docket of Elias Toppleff a Justice of the Peace ^{for Union Township in said County} before whom this
suit was originally brought by and in the name of Rufus
S. Maynard Plaintiff, as supervisor of Roads and high ways
in and for Road District Number 2, (two) in Union Township
in said County of Union, against Moses P. Rice Defendant,
And therefore the said R. S. Maynard as supervisor of said
Road District complains of the said Moses P. Rice in a
plea of the Case, for that whereas ~~the~~ on the first day of November
in the year of ^{our} Lord one thousand eight hundred and forty five
at the County aforesaid and in said Road District, the Plaintiff
as such Supervisor had prepared certain timbers for a bridge
across the Creek on a public Road in said Road District, yet
the said Defendant not ignorant of the premises, but maliciously
intending and contriving to injure the plaintiff in this particular
and against the public interest, then and there chopped and destroyed
a large amount of said timbers (to wit) twenty Burr Oak Trees,
whereby the same were rendered utterly useless and unfit for
the purposes of said Bridge to the damage of the plaintiff
as ^{supervisor} aforesaid twenty five dollars

+ and whereas also ~~the~~ before and at the time of committing
the grievances herein after mentioned the said plaintiff was
supervisor of Roads and high ways in and for Road
District Number 2 (two) in the Township and County
aforesaid and as such supervisor ~~had~~ on the 1st day of Novem-
ber in year last aforesaid at the County & Road District aforesaid
had prepared a large amount of timber for building and repair-
ing a Bridge across the Creek in said District for the benefit
of the public, and as by Law he was bound to do, yet the ^{said} Defendant
not ignorant of the premises, but contriving and maliciously
intending to injure the plaintiff in this particular and to ~~the~~

deprive the public of the benefit of said timbers, then & there
wilfully and maliciously chopped and destroyed a large
amount of said timbers to wit twenty ~~the~~ logs, whereby
the same were rendered totally useless and unfit for building
and repairing said bridge, ^{as aforesaid} to the damage of the plaintiff
twenty five dollars.

And whereas also heretofore to wit ^{& before} at the time this suit was
originally brought, and also at the time of committing the trespass
hereinafter mentioned the ^{said} plaintiff was supervisor of Roads and
High Ways in Road District number 2 (two) in the Township
and County aforesaid, and as such supervisor ~~had~~ ^{was} in the
discharge of the duties of ^{his} said office, had, on the day and year last
aforesaid at the County ~~aforesaid~~ prepared twenty Burr oak
logs for the purpose of repairing & building a bridge across the Creek
~~as a public use~~ in said District, yet the said Defendant not
ignorant of the premises but contriving and maliciously intending
to injure the plaintiff in this particular, and to do a ~~public wrong~~
then and there unlawfully chopped and destroyed said timbers, whereby
the same were rendered unfit and useless for the purposes aforesaid
to the damage of the plaintiff ~~& for the same~~ twenty five dollars
and thereupon he brings his suit

By P. B. Cole ~~Pross~~ Attorney
and Atty for ~~Pltff~~

Union Com Pleas

R. S. Maynard.

n } Præ

M. P. Rice

Filed April 9. 1846

John Cassilck

R. S. Maynard.

Moses P. Rice

in behalf of

Chas. C. Pleas.

April 9. 1846.

Issue a subpoena
for _____

Rufus S. Maynard Samuel
Kerr. & W. Piper to testify

Moses P. Rice

Served Oct 14th 1846
Service ——— 12½
Mileage ——— 5
17½

Gen W Robinson
Sheriff

Filed October 14, 1846
John Capital Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

WE command you to summon

Wm. C. Piper

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house,
in the town of Marysville, ~~on the first day of next term, at ten o'clock A. M.~~ ^{Forthwith}, to testify and the truth to speak on be-
half of *Moses S. Rice* in a certain matter in contro-
versy in said court depending, wherein *Rufus S. Maynard* is plaintiff, and *Moses S. Rice* is defendant:
and this *he* shall in no wise omit, under penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house
aforesaid, this *14th* day of *Oct.* A. D. 184 *6*

John Cassil CLERK.

Union Comm. Decs

Stufus S. Magrath
vs
Moses P. Rice

Service ——— 50
Mileage ——— 35
Coling witnesses - 30
Jm W Robinson
S. Sheriff

Filed October 14. 1846
John Cyril Clark

Served Oct 13th 1846 - by reading to
each of the within named witnesses
Jm W Robinson
S. Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

We command you to summon

Jesse Porter, C. P. Garlick
Robert Simpson & Jacob Fairfield

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse,
in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on
behalf of Rufus S. Maynard

in a certain controversy in said court depending, wherein Rufus S. Maynard
is plaintiff, and Moses S. Rice

is defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house aforesaid,

this seventh day of October A. D. 1846

John Cassil CLERK.

Forward by mailing.

Union Court Pleas

R. S. Maynard.

M. P. Rice

Filed April 14th 1846
John Caspi Clerk.

15
25
6
16
44

22
21
43

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Rufus S. Maynard
Samuel Kerr & M. G. Piper

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at
the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to
speak on behalf of Moses P. Rice in a certain matter in controversy
in our said Court depending: wherein R. S. Maynard
is plaintiff, and Moses P. Rice is defendant. And this they shall in
no wise omit under the penalty of the law; and have then here this writ.

John Cassil
Witness, ~~JAMES H. GILL~~, Clerk of our said Court, at

the Court-House aforesaid, this 9th day of
April, A.D. 1846.

John Cassil Clerk.

Union Com Plan
R. S. Maynard

M. P. Rice

service -	\$0 62 1/2
Mileage	40
	<hr/>
	\$1 02 1/2

Wm M Robinson
Sheriff

Filed April 14 1846

John Caspell, Clerk

Served the within writ by reading to
The within named witnesses April 3rd
A. D. 1846 - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

Jesse Porter, C. P. Gault
Robt. Simpson Jacob Fairfield & John
Seeper.

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of

Marysville, on the first day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of

R. S. Maynard in a certain matter in controversy in our said Court de-
pending: whereia *R. S. Maynard* is plaintiff, and

Moses P. Rice is defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness, John Cassil, Clerk of said court at the Court House aforesaid,

this *3* day of *March* A. D. 191*6*

John Cassil

CLERK.

Union Burn Plot
Rupus P. Maynard
Superior &
vs DuBois
Moses P Rice

General
Spur

Filed Oct 28. 1845
Joh Canil etc

Moses P Rice

ack

Rufus S Maynard
as Supervisor of Board
District No 2 (two) in the
Township of Union in the
County of Union

In Case

And the said Moses P Rice comes
and defends &c and says that he is no guilty
of the said supposed grievances said to his
charge, in manner and form as the said Rufus
P. Maynard as Supervisor as aforesaid hath
complained against him; and if this he puts
himself upon the Country and the said
Plaintiff doth the like

By Hester Johnston
his atty

11111

W. W. W. W.
W. W. W. W.
W. W. W. W.

~~Root~~ Burying
of

Moses P. Rice To Rufus S. Maynard Supervisor
of District No 2^d of Union Township Union County
Ohio Do to Chopping and destroying timber
Prepared for a bridge across the the creek in said
District Damages laid at \$25.00

Marrard

Rice

R. S. Maynard

18 { principle for
with

all P. Rice

Filed March 9

1846.

Jr. Carril Clerk

R J Maynard Super

vs

Mary O Rice

vs

Union Loan Plus

Issue a subpoena for Jesse Porter & P
Garlock Robert Simpson Jacob Fairfield and John
Leeper, as witnesses in the above case to testify on behalf
of the plaintiff March 3^d 1846

To John Cassel Clerk

P. B. Cook Atty for P^l

R. S. Maynard Supervisor

vs

Moses P. Rice

Filed OCT 10 1864

R S Maynard

¹⁸

Messrs & Rice

- Issue a Subpoena for Samuel Maynard
witness on behalf of ptty -

Oct. 17 1846

P. B. Cooke Atty for ptty

To go to Court Clerk

Rufus S. Mainard
Supervisor

vs

Charles S. Rice

Filed April 1st 1845
John Caspell
Clerk

James Smith

The State of the Union County Union
Township
I do hereby certify that the ^{return} enclosed is a full and
true copy from my pocket, of the subscriptions
had by and before me in the ^{return} enclosed

John Smith
of the above said Township

R. S. Mainard } Suit brought for Damage amount
 Supervisor of Road, } twenty five Dollars, March 18th
 District No 2 Union } 1845, bill of particulars of plaintiff
 Township Union County } filed, and Summons issued
 State of Ohio, } to Constable March 18th 1845,

vs, } Summons returned, Served by leave
 Moses P. Rice } ing a certified copy with the defend
 Judge ment, \$ 7.12¹/₂ } ant's wife March 18th 1845,

Costs Summons 12¹/₂ } Fees Mileage, 20 Cents Service 12¹/₂ Cents

Docket entry 10 } total 32 Cents, John W. Hopkins Const.

Subpoena 28¹/₂ } March 22nd 1845, 2, O'Clock P.M.,

Trial 25 } The parties appeared trias objected to by

Incoming witness 20 } the counsel of the defendants, Trial had

Cost fees Ser Sum 32 } Joshua Witter, Jesse Porter, C. T.

" " Subpoa 130 } Garlick, Robert Simpson, Jacob

Witness fees 275 } Fairfield John Leeper, Swen and exa

127 } amined as witnesses for the plaintiff, It is

Transcript - 31 } therefore considered by me that the said

plaintiff recover as Supervisor, of the

defendant ~~the~~ Moses P. Rice, the sum of

Seven Dollars and Twelve and half Cents, and the

defendant is taxed with costs of said suit, in

the sum, of Four Dollars and Thirty seven Cents,

In the action of R. S. Mainard Supervisor as afore

said against Moses, P. Rice I Jesse Stanton do

acknowledge myself bail for the appellant, in the

sum of Fifty Dollars to be levied on my good

chattel, lands and tenaments in case the appel

lant, shall ~~fail~~ be condemned, in the action

and shall fail to pay the condemnation money

and costs that have accrued or may accrue

in the court of common pleas, Jesse Stanton

Taken signed and acknowledged on this 25th

day of March in the year 1845, ^{before me} Elias Topliff J. B.

Civil/Domestic Case File

Case No. 1845-CV-0002

No. 45-CV-2

Union Common Pleas Court.

Samuel W Drown

Plaintiff,

AGAINST

James W Evans

Defendant.

AUG TERM. 1845

JUDGMENT VS DEFENDANT

for cost

Journal

3

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Record No.

No Record

Page

Ex. Doc.

Page

Le Union Court Pleas

Samuel W. Brown

vs

James W. Evans

Præcipi-Case

Filed April 26th 1845
John C. Coffin, Clerk

Cost bill made

C. W. Allison

Samuel W. Brown }
vs } Case - Damages \$1000.
James W. Evans }

Issue a summons return-
able next term, Indorse on the writ.
" Suit brought, to recover \$1000. damages
sustained by plaintiff, by reason of
defendant falsely and maliciously issuing
out a capias ad respondendum,
before James Turner, a Justice of the
Peace, in and for Paris township
Union County, Ohio, on the 23rd day
of April A.D. 1845, and then and there
falsely and maliciously imprisoning
and ^{the plaintiff} falsely and maliciously causing
the plaintiff to be imprisoned. &c

O. W. Allison Atty for
Plaintiff

To the Clerk of Union Com Pleas
April 24th 1845

Under license Seal

Samuel W. Deane

James W. Evans

summon, in case

Stayed by agreement
of parties

April 26th 1845

To wit April 26th 1845

John Capital
Clerk

C. W. D. Allison Atty for
Plaintiff

That I brought to recover \$1000, damages sustained by
Plaintiff, by reason of defendant's falsity and maliciously
suing out a writ, which as respondent, before James
Deane a Justice of the Peace, in and for said township
Union County, Ohio, on the 23^d day of April A.D. 1845
and then and there falsely and maliciously imprisoning
the Plaintiff, and falsely and maliciously causing
the Plaintiff to be imprisoned - &c

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *James W. Creans*

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto *Samuel W.*

Dixon

in a plea of *The Case* Damages *one thousand* Dollars

And have you then there this writ.

John Cassil
WITNESS, JAMES H. GILL, Clerk
of said Court, at the Court-House aforesaid, this

25th day of April A. D. 1845

John Cassil CLERK.

In Union Court Pleas

Samuel W Brown

vs
Ed W Evans

Case

Settlement

Filed April 28th

1945

John Caspell
Clerk

Samuel W. Brown }
vs } Filed in Union-Cour Pleas
Jas W. Evans } April 24th 1845 -
Trepass on the Case -

The above case is this day settled -
The defendant agrees to pay all the costs -
April 26th 1845
Attest O. B. Allison. J. W. Evans

Civil/Domestic Case File

Case No. 1845-CV-0003

No. 45-W-3

Union Common Pleas Court.

O J Lloyd,

Plaintiff,

AGAINST

R. L. Brumwell

Defendant.

OCT TERM, 1845

No Record.

Journal Page

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Union Common Seal

O. J. Floyd

vs

R. L. Brown &

M. H. Michael

Deputy in Replevin

Filed April 25th 1845

John Caspell, Clerk

Oliver J. Floyd
vs
Robson & Broome &
Munson A. Michael

Union Com Pleas
Replevin
Damages \$5000

Issue a writ of replevin

and endorse suit Brot to recover

possession of the following goods and chattels to wit, one
Crown Cupboard of the value of 50. \$. of the goods
and chattels of the plaintiff and which is wrongfully
detained from him by the defendant

By Wm O Lawrence

State of Ohio

his atty

Union County ss Personally Oliver J Floyd who being
duly sworn says that he has good right to the poss-
ession of the goods and chattels specified in the above
precipe and that they are wrongfully detained from
him by the defendant and that the Cupboard was
not taken ~~on any writ~~ for any fine Tax
assessment or a merchandise nor upon any writ
issued upon any Judgment nor upon any writ
of replevin nor upon any mesne or final process
whatsoever issued against him

and further saith not

Oliver J Floyd

sworn and subscribed the ~~25th~~^{25th} day of April
1845 John Cassel Clerk

Union Common Pleas

C. J. Floyd

vs

R. L. Broom &

M. H. Michael

Writ of Replevin

Cost Bill made

and due to recover possession of the following goods and
chattels, to wit; one certain Cuckoo of the value of
50¢ of the goods and chattels of the Plaintiff and which
is wrongfully retained from him by the Defendant
By Wm. E. Lawrence
his atty.

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting.

We command you, that without delay you cause to be replevied unto Oliver J. Floyd, the goods and chattels following, to wit; One corner Cupboard of the value of 50\$ which Robson S. Broome & Munson H. Michael wrongfully detains from the said Oliver J. Floyd, as is said, and also that you summon the said Robson S. Broome & Munson H. Michael to appear at the next term of our Court of Common Pleas to be held within and for the said County of Union, to answer unto the said Oliver J. Floyd for the unlawful detention of the goods and chattels aforesaid - Damage fifty dollars. and have you then return this writ

Witness, John Caspell, Clerk of said Court at the Court House in Marysville
this 25th day of April A. D. 1845

John Caspell, Clerk

Civil/Domestic Case File
Case No. 1845-CV-0004

No. 45-C-4

Union Common Pleas Court.

J. E. Vans et al

Plaintiff,

AGAINST

Clark Rawson

Defendant.

Ejectment

AUG TERM, 1847

DECREE FOR PLAINTF

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Record No. 5-

Page 114

Ex. Doc.

Page

Cast Bill made
Recd

Recorded

John Doe & Am
J. W. Davis & W. W. Wood
vs } Declaration
 } in ejectment
Richard Roe

R. Clark
Plaint

Served May 15th 1845
by delivering a certified
copy of the within writ
to Ransom Clark
personally

Fees - service - \$0.35
Mileage - $\frac{5}{10}$
\$0.40

Wm. M. Robinson
Sheriff

Filed May 19th 1845
John Capital Clerk
J. S.

County of Common Pleas of Union County
Of the Term of _____ in the year of our Lord
The State of Ohio Union County 55

John Doe Complain's of Richard
Roe for that James W Evers and William W Woods on
the first day of January in the year of our Lord one
thousand eight hundred and forty five at the County
of Union aforesaid had demise a to the said John the
following lands and tenements to wit a certain piece
of land containing one fourth of an acre known and
designated as ⁱⁿ Lot 17, seventeen in the Town of
Marysville ^{Union County and State of Ohio} and so designated on the Recorded plat of
said Town — and also ten messanges ten Cabins
ten barns ten stables ten orchards ten out houses ten yards ten
gardens — one acre of arable land one acre of meadow
land one acre of pasture land one acre of wood land
one acre of land covered with water, and one acre of
other land with the appurtenances situate in the County of Union
aforesaid, To have and to hold the same to the said John
from the first day of January in the year aforesaid, for and
during the term of five years thence next ensuing, By virtue
of which demise the said John entered into the said tenements
with the appurtenances, and was possessed thereof for the
^{term} aforesaid, and the said John being so thereof possess the
said Richard afterwards on the first day of February in
the year of our Lord one thousand eight hundred and
forty five at the County aforesaid with force and arms
entered into the said tenements with the appurtenances and
ejected the said John therefrom, and other wrongs to the said
John then and there did to his damage one hundred dollars
and therefore he sues &c

By P B Cole his Attorney

Mr. Ransom Clark

Sir - I am informed that you are
in possession of, or claim title to, the premises in this declaration
mentioned or to some part thereof, and you being sued in this
action as casual ejector, and having no title to the
said premises, do advise to appear ^{by you} at the next term of the
Court of Common Pleas within and for the County of Union
and State of Ohio, and make yourself defendant in
my stead, otherwise judgement will be entered against
me by default and you will be turned out of possession
May 15th 1845.

Richard Roe

Union Common Seal

John Bar Es. Derr.

W. W. Woods & J. M. Evans

vs

Ransom Clark, Tenant

Filed Oct. 29th 1845

John Capil, Clerk

John Doe ex Dem
Evans & Woods
vs
Richard Roe

On Motion to the Court it is ordered
that Ranson Clark be made Defendant
herein in place of the now Defendant Richard Roe

John Doe ex Dem
Evans & Woods
vs

Ranson Clark

And the said Ranson Clark comes
and Confesses the lease entry and ouster in the said
Declaration mentioned and admits himself in
possession of the premises in the Declaration
mentioned and for plea says that he is not
guilty of the trespass and ejectment in the said
Declaration alleged against him and of this
he puts himself upon the Country and the said
John Doe & the like By W. C. Lawrence
his atty

Union Courthouse

W. W. Woods & Jas. W. Evans

vs

Richard Roe

Ransom Clark, Sheriff

Ejectment

Damages
Costs
Writ

00, 01
5 28
50

Tried April 25 1848
John Cassel CM

Received this writ January 20. 1848. In obedience
to the within command I gave possession of the
within described real estate to the said John Doe
on the 20th day of January 1848; No goods or
chattels lands or tenements found whereon to
levy, Fees - service \$1.00

Philip Under Sheriff

with in trust thereon from the 6th day of August
A. D. 1847 - to render unto the said Woods & Evans
Wittinger, John Boyds, Clerk of our
said court of common Pleas, at
the court shews in Maryland this
10th day of Jan. A. D. 1848
John Boyds, Clerk

The State of Ohio Union County ss.

To the Sheriff of said County, Greeting.

Whereas John Doe, on the 6th day of August A. D. 1847 in our court of Common Pleas within and for the said County of Union recovered against Richard Roe his term yet to come in the following lands & tenements, to wit, a certain piece of land containing one fourth of an acre known and designated as lot No. (17) seven in the Town of Marysville, Union County & State of Ohio, & so designated on the recorded plat of said town - and also ten messuages, ten cabins, ten barns, ten stables ten orchards, ten out houses, ten yards, ten gardens, one acre of arable land, one acre of Meadow land, one acre of Pasture land, one acre of Wood land, one acre of land covered with water, and one acre of other land with the appurtenances, situate in your bailiwick, which William W. Woods & James W. Evans had demised to the said John Doe for a term which is not yet expired,

Therefore we command you that without delay, you cause the said John Doe to have possession of his said term yet to come of and in the tenements aforesaid with the appurtenances, and in what manner you shall have executed this writ, make appear to our said court of Common Pleas on the first day of their next term, and have you then there this writ - and that you cause to be levied ^{collected} of the the goods & chattels and for want thereof the land & tenements in your bailiwick of the said Hanson Clark the sum of ^{one hundred} five dollars & twenty eight cents the costs aforesaid

Civil/Domestic Case File
Case No. 1845-CV-0005

No. 45-CV-5

Union Common Pleas Court.

James T Wells Plaintiff,
AGAINST
James H Langstaff, Defendant.

JUL TERM 1846

Settled by parties

Journal 3 Page 411

Record No. No Record Page

Ex. Doc. Page

James T. Miles

vs

James H. Langstaff

Filed May 20th 1875

John Cassil
Clerk

J

C

James S. Wells
vs.

State of Ohio Union County vs.
Action of debt.

James H. Langstaff

suit brought on book account as per bill of particulars filed -
1844 James H. Langstaff vs James S. Wells D^r

Debt \$ 1, 50¹/₂

May 30 46 lbs. of sugar at 7 cts. per lb. \$ 3, 22

Justice fees

June 30. 17 lbs of do. at 8¹/₂ per lb. 1, 52

sumons 0, 12¹/₂

one barrel of salt of 6¹/₂ bus. at 75 cts. per bus. 4, 87¹/₂

subpoenas 0, 28¹/₂

Nov. to 12 bushels of wheat by John at 50 cts. per bus. 6, 00

swearing witness 0, 16

January the 25th 1845 \$ 15, 67¹/₂

Judgment 0, 25
\$ 0, 32

on application of the plaintiff summons was issued returnable
January the 30th at 12 O'clock M. Justice fees \$ 0, 12¹/₂

Constables fees \$ 0, 30

January the 25th 1845 by application of the plaintiff
subpoena was issued for Joseph Murphy and William

witness fees
plaintiff witness

Wells. Justice fees \$ 0, 16 cents

Joseph Murphy \$ 0, 50

January the 26th 1845 by order of the plaintiff subpoena
was issued for Missisipi Foreman Justice fees \$ 0, 12¹/₂

William Wells 0, 50

Missisipi Foreman 0, 50

January the 30th 1845 summons returned in due time
endorsed served January the 27th 1845 by reading to the within

defendants witness
Allen Wingard 0, 50

Benjamin Wood 0, 50

named defendant fees taxed at \$ 00, 25 to R. C. Hixby Constable

Transcript \$ 2, 50
\$ 00, 31¹/₂

January the 30th 1845 subpoenas returned endorsed served by reading to the
within named witness's fees taxed \$ 00, 55 to Robert P. Hixby Constable

January the 30th 1845 the parties attended according to process the trial was called
and the witness was sworn & examined according to law whereupon judgment
was rendered against the said defendant (James H. Langstaff) for the sum of
one dollar and fifty cents and costs of suit? Abijah Gandy J^r

In the action of James D. Wells against James H. Langstaff

I John C. Langstaff acknowledge myself bail for the
appellant in the sum of twelve dollars to be levied of my
goods and chattels lands and tenements, in case the appellant
shall be condemned in the action and shall fail to
pay the condemnation money and costs that have accrued
or may accrue in the court of common pleas?

(Signed)

John C. Langstaff


Taken signed and acknowledged on this

10th day of February A.D. 1845 before me. —) Abijah Gandy Justice of the peace

The State of Ohio } I Abijah Gandy a Justice of the peace in
Mon. County &c. } and for the township of Leesburg in the
County and State aforesaid, do hereby certify
that the foregoing is a correct transcript of the proceedings
and judgment in the cause, before me?

Given under my hand and seal?

this 11th day of February A.D. 1845 I

Abijah Gandy 

James Z. Wells
vs
James H. Langstaff

Appel Board

Filed June 21st 1895
John C. Coffey, Clerk

C

Know all men by these presents that we
James H. Langstaff & George W. Cherry are held
& firmly bound unto James I. Wells in the personal
sum of fifty dollars to the payment of which
well and truly to be made, we do hereby jointly
and severally bind ourselves, our heirs, executors
and administrators, sealed with our seals and
dated this 21st day of June A. D. 1845

The condition of the above obligation is such that
whereas the said James H. Langstaff has taken an
appeal from a certain judgment rendered against
him in favor of James I. Wells before Abigail
Gandy, a justice of the Peace within and for the County
of Union, & State of Ohio, on the 30th day of January
A. D. 1845 for the sum of one dollar & fifty cents
Debt & four dollars 43 $\frac{1}{2}$ cents costs to the Court
of Common Pleas, within and for the County aforesaid;
Now if the said James H. Langstaff shall pay
the full amount of the condemnation in said
Court, and costs, in case a judgment, shall be
entered therein in favor of the appellee, then this
obligation shall be void: otherwise in full force
& virtue in law James H. Langstaff
George W. Cherry

Approved by me
John Capil, Clerk

Filed July 28/66
John Cassil Clk

Dear Sir I have succeeded in procuring
on Langslop and Wells to settle their debts
Each one into pay his own costs and Langslop
the amount of the judgment in
Wells favor of one D. Clear and Sir
Cants you will please their to step
Bore and oblige them both July 20/46

Wm C Lawrence Wm J. Hamilton

Wells

-
Sangstaff

Filed July 16. 46
John Cantelth

James Wells

vs

James H Langstaff

In Union Court Pleas

clerk will issue

subpoena to William Wells,

Samuel Hamilton, Joseph

Murphy, Mississippi Foreman & Wm Foster to
testify on behalf of Plaintiff

July 16th 1846

To John Cassie Clerk

Orville Allison Atty for Pgt

Union Court Pleas

James S. Wells

"

James H. Sangstaff

Service - - -	\$0.62½
Mileage - - -	60
Copy - - - -	12½
	<hr/>
	\$1.35

~~Wm~~ M Robinson

Sheriff

Filed July 28. 1846

John Cassel Clerk

Service July 17th 1846 - on Joseph Mearley
Mississippi in Greenam & other parts by reading
and on Samuel Hamilton by copy

Wm M Robinson
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

We command you to summon W^m Wells, Sam^l Hamilton Joseph
Murphy, Mississippi Foreman, M^r Foster

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse,
in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on
behalf of James J. Wells

in a certain controversy in said court depending, wherein James J. Wells
is plaintiff, and James H. Saugstaff
is defendant: and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house aforesaid,

this 12th day of July — A. D. 1846

John Cassil

CLERK.

~~James~~ James Mills

do to James A Langstaff

	do	hauling salt from	Barroville	\$1.25-
	to	do	to two days work	1.00
do	do	sugar to	20284 lbs	5.42

do
do

James Z. Wells
vs
James H. Langstaff
Dep. of J. B. Wells

Filed March 31st 1846
John Basil Clerk

In testimony whereof I have hereunto
subscribed my name and affixed the
seal of my said court at Lebanon
this 31st day of March A.D. 1846
Jas. Saw. Clerk

Chas. Jen for this deposition \$1.00
Atty. fee J. Apple ——— \$2.00

James Z. Wells }
vs } In Common Pleas
James H. Langstaff } of Union County, Ohio.

depositions will be taken in
this case, by the plaintiff, at the Court House in
the town of Lebanon, County of Boone, and State
of Indiana, on the 21st day of March next,
between six A.M. and nine P.M. before our
- patent authority.

Dated Feb'y 24th 1846
James Z. Wells

I acknowledge service
of the within, Febry 24th 1846

Wm C Lawrence
att for Deft

staff

see

1846

club

Started to Ganesville for the Salt,

And further this deponent saith not,
John B. Wells

State of Indiana 500
Boone County 3

Be it known that on the 21st day of March 1846. between six O'Clock A.M. and nine O'Clock P.M. at the Clerk's office of Boone the Circuit Court of Boone County, Indiana. aforesaid, I Levi Lane Clerk of the Circuit Court of said county. under and by virtue of the annexed Notice, called and caused to come before me John B. Wells. who was then and there by me first duly sworn according to law, to give evidence and the truth to ~~afford~~ say in all things touching and concerning a certain matter of controversy now pending in the Court of Common Pleas of Union County, Ohio, wherein James T. Wells is plaintiff and James H. Gangstoff defendant. and the testimony of said witness was then and there by me reduced to writing and after having been carefully read to said witness. the said deposition was in my presence subscribed by the said deponent. which said deposition by me sealed up together with said notice. I here send into said court.

And I further certify that the plaintiff by Jacob Angelo Esqr. his Attorney, attended at said examination. but that the defendant attended not neither by himself or counsel.

went to said defendants house after the salt and took with him about Seventeen pounds of Sugar to pay said defendant for hauling said two barrels of salt from Ganesville. - And that this affiant got of said defendant one barrel of salt only.

2. Question by plff's Counsel.

What did defendant then tell you he got for the sugar at Ganesville and what did he give for the salt, and at what time was this agreement made,

Answer.

He told me he got twelve and a half cents a pound for the sugar, and gave eight cents per bushel for the salt, this agreement was made some time in May 1844.

3. Question by plff's Counsel.

What was sugar worth in the neighbourhood at the time you took defendant said Seventeen pounds to pay for hauling the salt,

Answer.

As near I recollect. Sugar was selling at that time for eight & one third cents per pound,

4. Question by plff's Counsel.

What did defendant say to you about the forty pounds of Sugar that plaintiff was to let him have before he started to Ganesville for the salt,

Answer.

At the time this affiant went to defendant, after the salt, defendant told him that he had received of the plaintiff said forty pounds of sugar before he started to Ganesville for the salt,

James J. Wells

vs
James H. Langstaff

In the Court of Common Pleas
of Union County, Ohio,

The deposition of John B. Wells
taken before Lewis Lane Clerk of the Circuit Court of Boone
County, Indiana, in said Clerk's office at Lebanon, at the
time and place and for the purpose, and in manner and
form as set forth in the final Certificate hereto annexed,

The said John B. Wells a witness
produced on behalf of said James J. Wells, being first
duly sworn according to law. Testifies as follows,

1. Question by Plaintiff's Counsel,

Please state what was the agreement
between your father the plaintiff in this suit and Langstaff
the defendant, with regard to the sugar and salt,
and how defendant was to be paid for hauling the salt,

Answer by John B. Wells.

The agreement between defendant and this
affiant as the agent of his father, was, that defendant
was to take a quantity of sugar (about forty pounds) to
Gainesville, to exchange for salt for plaintiff, representing
that he could get thirteen or fourteen cents per pound for
the sugar, and could purchase salt at eight or
nine cents per bushel. And that he defendant was
to bring ^{or haul} the plaintiff two barrels of salt for one dollar
and fifty cents. — And that after said defendant had
returned home with the salt from Gainesville, this affiant

Joseph Murphy

Bradford Wood

Wm Foster

Wm Wells

John C. Langstaff

James S. Wells's
account

C.

1844	James H Langstaff To James T Wells Dr		
.. May	To 46 lbs sugar at 7 cts per lb	--	\$ 3. 22
.. June	. 17 lb do at 8 1/2 per lb	--	1. 53 2/3
..	1 barrel salt of 6 1/2 bu at 7 1/2 cts per bu		4. 87 1/2
Nov	12 bushels Wheat by John at 50 cts		6. 00
Nov	cash paid meeting house for you		4. 00
			<hr/>
			16 67 1/2

Filed March 31st 1946
John Caspell, Clerk

Postage Paid by Self

Lebanon Ia
March 25

10

Opened at request of Self,
John Caspell, Clerk

To the Clerk of the Court Common Pleas
of Union County
Ohio.

James T. Wells

vs

James H. Langstaff

Deposition of
John B. Wells

In Union Com Pleas

James T. Wells

vs

James H Langstaff

Nar

Filed July 3, 1841-

John Cape

clerk

Cast bill made
No Record

B. M. Allison
#1.81

~~Langstaff vs Wells~~

The State of Ohio } Court of Common Pleas of Union County.
Union County, SS. } of the Term of May A.D. 1845.

This cause comes into court by way of appeal from a justices court, thereupon James T. Wells, complains of James H. Langstaff, in a plea of assumpsit, for that whereas the said defendant on the first day of January A.D. 1845, at the County of Union aforesaid was indebted to the plaintiff in the sum of fifteen and $67\frac{1}{2}$ /₁₀₀ dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request;

And in fifteen and $67\frac{1}{2}$ /₁₀₀ dollars, for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request:

And in fifteen and $67\frac{1}{2}$ /₁₀₀ dollars for work then and there done, and materials for the same provided by the plaintiff for the defendant, at his request:

And in fifteen and $67\frac{1}{2}$ /₁₀₀ dollars, for money then and there paid by the plaintiff, for the use of defendant, at his request:

And in fifteen $67\frac{1}{2}$ /₁₀₀ dollars, for money then and there received by the defendant, for the use of the plaintiff:

And in fifteen and $67\frac{1}{2}$ /₁₀₀ dollars, for money found to be due from the defendant, to the plaintiff, on an account then and there stated between them.

And the defendant afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the said several moneys on request; yet the defendant hath disregarded his promises, and hath not paid any of the said moneys; or any part thereof; To the damage of the plaintiff of fifty dollars; and therefore he brings his suit, &c.

By O. M. Allison his atty.

Civil/Domestic Case File

Case No. 1845-CV-0006

Transcript
of
John Pile

Clerk Court, Corn. Fleas

Amson Co. Va.

Filed May 23^d 1840
John Copie
Clerk

No. 45-CV-6

Union Common Pleas Court.

William Stehano

Plaintiff,

AGAINST

John Wile,

Defendant.

MAY TERM, 1847

Now Sected

No Record.

Journal 4

Page 11

Record No.

Page

Ex. Doc.

Page

William J. Stehman

vs
John Nile

Bill of particulars filed,
amt. demanded \$95,00

By a written order James R. Oliver presents himself as security for costs

Dec. 25. 1844. Issued summons for ap.
deft. on the 31st inst at ten o'clock A.M.

Pltfs Costs
122 Sum²
20% Sub. 3 wit.
20 R. McLean
70 R. McLean
50 A. Stehman
50 J. Conklin
50 N. Cone

2,73

Issued sub. for pltfs. for Andrew S Stehman, Joel Conklin, Nelson Cone.
Issued sub. on behalf of deflt, for Resin Nile, David Hawn, Marcellus Hawn, Enoch Nile, Daniel Rops.

Summons returned "Served by reading Jus. Mileage 10cts. Serv. 10. = 20. R. McLean Const."

Defts Costs,
28 Sub. 5 wit.
90 R. McLean
50 D. Hawn
50 M. Hawn
50 E. Nile
50 D. Rops
10 Adgt

3,28

Sub. returned "Served on the within A. Stehman, J. Conklin, N. Cone. Serv. 30 Mile. 40 = 70. R. McLean Const"
Sub. returned "Served on D. Hawn, E. Nile, D. Rops, M. Hawn. R. Nile not found. Mileage 50. Service 40 = 90. R. McLean, Const"

Dec 31st 1844. Parties appeared. Deft. plead an adjournment, a material witness being out of the County. The case is therefore adjourned to the 10th of January 1845. at 10 o'clock A.M.

(Mil. present for pltfs. Stehman, Cone, Conklin. for deflt, D. Hawn, M. Hawn, E. Nile, D. Rops. Adgt. 10cts.

Issued sub. on behalf of deflt. for Resin Nile John Goldsbury, Robert Rops

Sub. returned, served on the within named persons Service 30cts.
R. McLean Const."

Jun. 10. 1845. Parties present. At the time of the last continuance, the plaintiff was required by the Court to give additional security

Plff costs for costs, on, or before the day of trial, he being a nonresident of the township, which requisition was not complied with. The plaintiff objects that he is now a resident of the township. The Court overruled plaintiff's objections, & decided that as the plaintiff was not a resident of the township at the commencement of the suit, & at the time further security was required, he must give the required security. Whereupon the plaintiff failing to give security as ruled, this case is dismissed at plaintiff's costs.

Plff costs
50 A. Witham
50 N. Cone
50 J. Conklin
1,50

Witnesses present claiming fees. For Plff. A. S. Witham.

Nelson Cone, Joel Conklin,

For Deft. Resin Nile, David Hawn, Enoch Nile, ~~David Hawn~~, Daniel Pop, John Goldsbury, Robert Pop.

Plaintiff's costs made this day 1,50

Deft's costs made this day 3,60

Costs on continuance 6,00

\$11,10

Deft's Cost

202 Sub
30 R. McCan
10 Judgt
50 Resin Nile
50 David Hawn
50 Enoch Nile
50 Daniel Pop
50 John Goldsbury
50 Robert Pop

3,60

25 Execution
 25 R. McCann
 31 $\frac{1}{2}$ Sei. Fu.
 40 R. McCann
 12 $\frac{1}{2}$ Judgt
 133 $\frac{3}{4}$

January 10th 1845. Issued Execution by
 order of John Nile. Del. to R. McCann,
 Execution returned "The within M^{rs} Stuttham,
 hath not any goods or chattels whereof I
 can make any part of the within costs.
 Jus Milage 25^{cts}. Jan. 10. 1845. R. McCann. Const."
 Jan. 10. 1845 Issued Seire Facias for James
 S. Oliver, Plaintiffs security for costs, on the
 15th day of Jan. 1845. at one o'clock P.M.
 Seire Facias returned "Served on the within
 named persons by reading Md. 30. Lev. 40-40
 R. McCann Const"

Jan. 15. 1845. James R. Oliver, appeared &
 failed to shew cause why execution should
 not issue against him in the above case.
 It is thereupon considered by me that
 the costs of said suit, & the costs that
 accrued be collected from James R. Oliver
 Amounting in all at this date to Twelve
 dollars 43 $\frac{3}{4}$ cts

McEwing J.P.

25 Execution
 31 $\frac{1}{2}$ Trust^{pt}

Jan. 17th 1845. Issued Execution vs.
 J. R. Oliver. Del. to R. McCann, Const.
 Upon writ of certiorari the above Execution
 was recalled, without service.

The State of Ohio Union County Jerome township J.P.
 I do hereby certify, that the above is a full & true
 copy from my docket, of the proceedings had by,
 and before me, in the above case.

Thomas McEwing, J.P.
 of the aforesaid township

Transcript

Statham

vs.

Riley

The 31st Paul

I allow a writ of
certiorari to issue
on Plaintiff giving
security to the Clerk in
the sum of 50 \$ to
his acceptance

Silas G. Strong
Associate
Judge

Copy \$75 \$128

John Price

vs.

on transcript from J.M.
Swing J.P. Leonard G.

To Silas G. Strong the undersigned pray
the allowance of your writ of certiorari

and assigns as error

1st that after suit is commenced the Justice
has no power to require security for costs

2nd that a resident of the Township cannot
be nonsuited for want of security for costs
3rd that the Justice erred in not trying the
case

Wm L J Statham B.S.
For Lawrence
his atty

#

William J. Stithum
 John Kile

Bill of particulars filed. Amt. demanded \$75.00

Plff's costs 1st day Dec. 25. 1844. Issued summons for ap. of deft. on the 31st inst. at ten o'clock A.M.

12% Summons
 20% Subp. & writ.
 20 R. McCan, Const.
 70 R. McCan
 1.23

Issued Subpoena for Andrew Stithum, Job Conklin and Nelson Cone, for the Plff.

Witnesses
 50 A. Stithum
 50 J. Conklin
 50 N. Cone
 2.73

Issued Subpoena for Regin Kile, David Hawn, Marcellus Hawn, Enoch Kile, Daniel Rop, for deft.

3rd day
 Witnesses
 50 Andrew Stithum
 50 N. Cone
 50 J. Conklin
 4.23

Summons returned, "Served by reading."
 Fuel. Mileage 10. Serv. 10-20. R. McCan, Const."

Subpoena returned "Served on D. Hawn, E. Kile, D. Rop, M. Hawn. R. Kile not found."

Plff's costs

1st day
 28 Sub. & writ.
 90 R. McCan, Const.
 Witnesses
 50 D. Hawn
 50 M. Hawn
 50 E. Kile
 50 D. Rop
 10 Adgt.
 3.28

Mileage 50. Serv. 40 = 90. R. McCan, Const."

Subpoena returned "Served on the within. A. Stithum, J. Conklin, N. Cone. Service 30. Mileage 40. = 700 R. McCan, Const."

2nd day
 20% Sub.
 50 R. McCan Const.
 10 Judgt.
 50 R. Kile
 50 D. Hawn
 50 E. Kile
 50 D. Rop
 50 J. Goldsbury
 50 R. Rop.
 6.88

Dec. 31st 1844. Parties appeared. A material witness being out of the County, deft. asked an adjournment which was granted. The case is thereupon continued to the 10th Jan. 1845. at 10 o'clock A.M.

4.23 plff's c.
 11.11

Plaintiffs witnesses present. A. Stithum, J. Conklin, N. Cone. For deft. D. Hawn, M. Hawn, E. Kile, D. Rop.
 Continuance 10cts

January 10th 1845. I issued Subpoena on behalf of deft. for
Resin Rile, John Goldsbury, Robert Pops

Jan. 10th 1845. Sub. returned, "Served on the within named
persons. Service 3 o'clock. R. M. Can. Const."

Jan. 10th 1845. Parties present. At the time of the last
continuance, the plaintiff was required, by the court, to give
additional security, for the costs, on, or before the day
of trial, he being a non-resident of the township; which
requisition was not complied with. The plaintiff objects
that he is now a resident of the township. The Court overruled
plaintiff's objections, and decided, that as the plaintiff
was not a resident of the township at the commence-
ment of the suit, and at the time further security
was required, he must give the required security. Whereupon
the plaintiff failing to give security as ruled. This case
is dismissed at plaintiff's costs.

Witnesses present claiming fees.

For Plaintiff, A. S. Metham, D. Cone, John Conklin.

For deft. Resin Rile, David Hawn, Enoch Rile, D. Pop, John
Goldsbury, R. Pop.

Plaintiff's Costs, made this day	\$1.50
Defendants Costs, this day	3.60
Costs on Continuance	6.00
	<hr/>
	\$ 11.10

And thereupon considered by me, that said John Rile recover
of William Metham, his costs, herein taxed at six, dollars & 28^{cts}
(In all, Eleven dollars ten cents)

January 10th 1845. Execution was immediately ordered
vs. said Metham, which I issued.

25. Execution Execution returned "The within J. P. Metham
25. R. M. Can. Const. hath not any goods or chattels whereof I can
50 make any part of the within costs.
Fus. Mileage. 25^{cts}. Jan. 10th 1845. R. M. Can. Const."

Jan. 10th 1845. *Quia Sciens Facias* for
James S. Oliver, plaintiffs security for costs. P.M.
3/4 Sciens Facias to appear on the 15th day of Jan. 1845. at one o'clock
40 R. McClan, com^o

Sciens Facias returned "served on the within named
person by reading. Mileage 50. Service 10. -40

R. McClan, Const."

The State of Ohio Union County ss.

I do hereby certify, that the above is a full & true copy
from my docket, of the proceedings had, by a before me,
in the above case; to the last preceding date.

Wm. McCune, J.P.

James Townsend

Copy. 32

Know all men by these presents, that we William, W. D. Stithum, and James R. Oliver, of the County of Union and State of Ohio, are held and firmly bound unto John Nile of the County and State aforesaid in the penal sum of Fifty dollars to the payment of which well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, sealed with our seals and dated this 20th day of January A. D. 1845

The condition of the above obligation is such that whereas the said W. D. Stithum has this day obtained the allowance of a writ of certiorari, to remove into the Court of Common Pleas of said County of Union a certain judgment of non suit, ~~and~~ whereby the said Stithum is adjudged to pay ^{to said John Nile} the costs therein taxed at six dollars ^{28/100} - The whole costs of said suit amounting to eleven dollars and ten cents. The said judgment was lately rendered against the said W. D. Stithum by Thos McEwing a Justice of the Peace in and for said County of Union in an action pending before ~~him~~ on the 10th day of January A. D. 1845. wherein said Stithum was plaintiff and said Nile was defendant. Now if the said W. D. Stithum shall well and truly pay all the costs & charges which have accrued or which may accrue in the prosecution of said writ of certiorari together with the amount of any judgment that may be rendered against the said W. D. Stithum, on the further trial of said cause after said judgment of said Justice of the Peace shall have been set aside or reversed, then this obligation shall be void: otherwise in full force and virtue in law.

Approved January 24th 1845
Wm. D. Stithum
James R. Oliver

John Cassie Clerk

W. D. Stithum Seal
James R. Oliver Seal
J. B. Stithum Seal

Union Com Pleas

~~W. D. Hittman~~

John Kile } writ of cer-

Served by delivery

Service

Marriage

BO-3400

BO-555

Thom M. Robinson Sheriff W. Co

Filed May 23^d 1945
John Kasil, Wt

Copy 18

The State of Ohio, Union County SS.

To Thomas McEwing Esq Justice of the Peace within and for Lerome Township in said County greeting. We command you that a certified transcript of the Record and proceedings of a certain suit lately pending before you, wherein William D. Stitham was plaintiff and John Nile was defendant, and wherein you on the 10th day of January 1845 rendered a judgment of non suit, against said Stitham, with costs of suit, ~~you~~ further command you to stay all further proceedings under said judgment until otherwise ordered. Your transcript to contain all things touching the said judgment as fully as the same are now before you, you send sealed and enclosed with this writ, to our Court of Common Pleas within and for said County of Union, on or before the first day of next term.

Witness John Cassil Clerk of said Court this 25th day of January 1845
John Cassil Clerk

December 24 1844

To Mr Thomas McCausy Secr this is to certify by that I stand
Bail for William J J Stithen in a suite against John Hill

James R. Hiner

Copy 3

Civil/Domestic Case File
Case No. 1845-CV-0007

No. 45-CV-7

Union Common Pleas Court.

Abraham M Cloud *et al*
Plaintiff,

AGAINST

M. Wassen & Co
Defendant.

APR TERM. 1846

Settled

Journal 3 Page 388

Record No. No Record Page

Ex. Doc. Page

A. McCloud &
Nathaniel Lucas partners
&c

vs
M Mason & Co

Filed May 26th 1845
John C. Basil, clerk

The State of Ohio Union County ss
Paris Township

Abraham McCloud &

Nathaniel Lucas partners
under the name and firm
of McCloud & Lucas

Suit brought on an account
Damages \$50.00

vs

Mainw Hapow &

William W Woods partners
under the name and firm of
W Mason & Co

Bill of Particulars filed
February 20th 1845.

Summonses issued
and delivered to Abel Marks
Constable for appearance of Defend
ants on the 24th day of February 1845
at 11 o'clock A M.

Plaintiff cost

Jury Summons 12 1/2

2 Subpoenas 4 wit 33

3 Subpoena 4 " 24 1/2

Witnesses 4.50

4th Subpoena 3 wit " 20 1/2

5 Sub " " " "

Swearing 4 Witnesses 16

Entering Judgment 25

Court Serving Summons 25

" Subpoenas 18 1/2

7.89

Defts Costs

1st adjournment .10

2 adjournment .10

1 subpoena 2 wit 16 1/2

Swearing witnesses 12

Swearing 1 deft 4

Court Serving Subpoena 70

Witnesses 1.50

2.72

This Transcript

3 1/4

Feb. 20. 1845 Summonses returned indorsed

Served by reading to Defts Service 20 Mileage 5

Feb 20. 1845 Abel Marks Court

February 20th 1845 Subpoena issued for

Almiron Wilcox & James E. Harriott

by request of Plaintiffs. February 21st

1845 Subpoena returned indorsed personally

Served by reading to James E Harriott and

on Almiron Wilcox by copy left at his

house with Mrs Wilcox Service 20 Mileage 30

Copy 12 1/2 = 6 1/2 Abel Marks Court

Feb 24. 1845 Subpoena issued for William

Gibson by request of Pliffs

Feb 24. 1845 Parties present and there

upon on application of defendants the

cause was adjourned for trial on the

12th March 1845 at 11 o'clock A M

March 12. 1845 Subpoena issued for

Almiron Wilcox, James E. Harriott

William Gibson & Alexander W Bowen by

request of Plffs.

March 12, 1845 11 o'clock All Parties present, and thereupon on agreement of the parties this cause was adjourned for trial on 26th day of March 1845. at 12 o'clock M.

March 12, 1845 Subpoena issued for Almiron Wilcox, James E. Harriott & Alexander M. Bowen at request of Plaintiffs.

March 12, 1845 Subpoena issued for Nelson Guy at request of Defendants.

March 26, 1845 12 o'clock M. Parties appeared trial had Almiron Wilcox, James E. Harriott, Alexander M. Bowen & Evoman Short sworn and examined on the part of the Plaintiffs, and Nelson A. Guy, William Gibson & Harry Griswell for the defendants, and William W. Woods one of the defendants sworn and examined as to the validity of their book account, and I do find that there is due the said Plaintiffs the sum of Forty one dollar and sixty four cents, that the defendants are entitled to a set off of Twenty four dollars, leaving a balance due the plaintiffs of seventeen dollars and sixty four cents. It is therefore considered by me that said plaintiffs recover of the said defendants the sum of seven teen dollars and sixty four cents and his costs herein taxed at seven dollar and eighty nine cents

Notice of appeal by defendants

In the action of Abraham McCloud & Nathaniel Lucas partners under the name and firm of McCloud & Lucas against James Wason & William W. Woods partners under the name and firm of Wason & Co. I James W. Evans, acknowledge myself bail for the appellants, in the sum of seventy five dollars to be levied of my goods and chattels lands and tenements in case the appellants shall be condemned in the action, and shall fail to pay the condemnation money and costs that have accrued, or may accrue in the Court of Common Pleas.

James W. Evans

Given signed and acknowledged on this
5th day of April in the year 1845 before me
James M. Wilkinson J.P.

The State of Ohio Union County Paris Township ss

I do here by certify that the above is a full and true
copy from my docket, of the proceedings had by and
before me, in the above cause

James M. Wilkinson, J.P.
of the aforesaid Township

Abraham M. Cloud &
Nathaniel Lucas
partners under the
name and firm of
M. Cloud & Lucas

v

Mains Mason &
William W. Woods
partners under the
name and firm of
M. Mason & Co

Bill of particulars

Filed Feb. 24. 1845
J. W. Wilkinson

Meins Mason & William W Woods
 (partnering under the name and firm
 of M. Mason & Co) - To Abraham McCloud & Nathan
 - et Lucas (partners under the
 name and firm of McCloud & Lucas)
 Dr -

1844						
Sept	1 barrel	Black Patts	weighing	275 lbs	-	\$5.50
"	2 "	"	"	607		12.14
August	4 "	"	"	1200		24.00
						<u>\$41.64</u>
	Damages \$50.					

In Union Court Pleas

McCloud & Lucas

vs

M. Wason & Co,

Nar

Filed July 3, 1841.

John Capri Clerk

Cost bill made

No Record

Copy p. 28.

W. M. Allison

Court of Common Pleas of Union County
Of the term of May A.D. 1845

The State of Ohio,
Union County, SS. }

This cause comes into Court by way of appeal from a justices Court, whereupon Abraham M'Cloud and Nathaniel Lucas partners under the name and firm of M'Cloud & Lucas, by C. M. Allison their Attorney, complain of Mains Wason and William W. Woods partners under the name and firm of M. Wason & Co. in a plea of assumpsit. For that whereas the said defendants on the first day of January A.D. 1845. at the County of Union aforesaid were indebted to the plaintiffs in the sum of fifty dollars for the price and value of goods then and there bargained and sold by the plaintiffs, to the defendants, at their request:

And in fifty dollars, for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants, at their request:

And in fifty dollars, for work then and there done, and materials for the same provided, by the plaintiffs for the defendants, at their request:

And in fifty dollars, for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them.

And the defendants, afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiffs to pay them the said several moneys on request: yet the defendants have disregarded their promises, and have not, nor hath either of them paid any of said moneys; or any part thereof: To the damage of the plaintiffs of fifty dollars: and therefore they bring suit &c

C. M. Allison Atty for Plffs

Union Comi Pleas

A. M. Goud &
M. Lucas partners

M. Mason & Co

Service - - 25

Mileage 50

75

W. C. Waller Dept State

Filed Aug 19.

1815 J. C. Canal 610

Served the within writ by reading
to each of the within named witnesses

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *John Guy & Alexander Bethard*

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, ~~on the first day of next Term, at 10 o'clock, A. M.~~ ^{forthwith}, to testify and the truth to speak on behalf of
M. Mason & Co in a certain matter in controversy in our said Court de-
pending: wherein *A. M. Loud & R. Lucas partners* are plaintiffs, and
M. Mason & Co are defendants.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-
ness John Cassil, Clerk of said court at the Court House aforesaid,

this 19. day of August A. D. 1845

John Cassil

CLERK.

McLoud & Lucas vs M Mason & Co

	J. E. Harriott - 3 days	1.50
Left with	A. Miles	3. days 1.50
	F. R. Bowen	2 days 1.00
	Froman Thout	1 " 50
		<u>\$4.50</u>

Left with	Nelson A. Guy	1 day 50
	W. Gibson	1 day 50
	H. Criswell	1 " 50
		<u>1.50</u>

McL

Union Com plus
McLoud & Lucas
vs. Sub
M. Wagon & Co
~~Proff~~

Service - -	\$0.50
Mileage - -	60
	<hr/>
	\$1.10

Wm M Robinson
Sheriff -

Filed August 16th 1848
John Capil, Clerk

Served the within writ August 15th by reading
to the within named witnesses -
Grooman Shurt demanded his fees which were
Not paid -

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Roman Short, Almiron Wiley*
Alexander R Brown & James R Harriott

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, on the first day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of
the Plaintiffs _____ in a certain matter in controversy in our said Court de-
pending: wherein *Abraham McCloud & Nathaniel Lucas* are plaintiffs and
M Mason & Co _____ are defendants

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,

this *14th* day of *August* A. D. 1845

John Cassil CLERK.

McLoud & Co. Lucas

M. Mason & Co.

Sub. for Defts. McTropas

Service --	\$1.00
Mileage --	60
Copy -- --	30
	<hr/>
	\$1.90

John W. Robinson
Sheriff

Filed April 16 1846
John Cassel Ch

Service made 10th of 1846 in Thomas of Shelton
John J Hunt & the Belknap & by copy &
Furnace Green Shelton Guy John Guy & Patrick
Waring & Thomas Henderson by reading - John Guy
reminded his fee which was not paid
John W. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Jonathan Bowen, Thomas A. Shelden
John J. Kent, Nelson Guy, Thomas Henderson, Josiah
Warley, Alex. Bethard, & John Guy

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, on the ~~four~~^{third} day of next Term, at ~~two~~⁹ o'clock, A. M., to testify and the truth to speak on behalf of
M. Mason & Co

in a certain matter in controversy in our said Court de-
pending: wherein *A. M. Sand & N. Lucas* are plaintiff, and
M. Mason & Co. defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,
this *9th* day of *April* A. D. 1846

John Cassil CLERK.

Union Com Pleas

M. Wasson
W. S. Plea

McClough Lucas

M Waller & Co
vs
McClout and Lucas

For the August term 1845
and the said M Waller & Co
came and defended when he
and say that they did not assume

and promise in manner and form as the said plaintiffs
have above thereof complained against themselves and of this
they put themselves upon the country and the plaintiffs do the
the like

By W. C. Lawrence
this atty

The plaintiffs will also take notice that on the trial of this
case they will insist and prove that the plaintiffs before
and at the commencement of this case were indebted to the
plaintiffs defendants for the price and value of goods
sold and delivered in the sum of fifty dollars by the defendants
to plaintiffs and at this request
and in the sum of twenty five dollars for the price
and value of goods bargained and sold by the defendants
to the plaintiffs at this request
and in the sum of fifty dollars for the money
paid by the defendants to the plaintiffs at this request
and in the sum of fifty dollars for money
found to be due the defendants from the plaintiffs on and
account stated between them. and will ask judgment
for the balance so due the defendants

By W. C. Lawrence
this atty

McCloud & Lucas

v

McNay & Co

Filed August 14

1845

John Cassin Clerk

Yours

M^c Cloud & Lucas In Union Court Pleas

M. Mason & Co } Issue subpoenas to
 } ~~Lackson Colesting~~
 } Hornum Short, Almiron Wilcox, ~~Red C. J. Anderson~~
 } R Bowen. to test James E. Harriott
 } to testify on the behalf of P^lt^f

To John Cassil. Clerk
August 13th 1845

B. M. Allison
Atty for P^lt^f

Union-born Sla

McDonnell Lucas

W

M. Wasson & Co.

Wm. H. Hays

Mileage — — \$0.60

service — — 62½

Copies — — 50

\$1.52½

Wm. M. Robinson

Sheriff

Filed August 16th 1845
John Capil Clerk

Served the within writ Aug 15th 1845 - by reading
to Thomas Shelton & John Kent - and by early in
before their names Thomas Henderson and Nelson
Gay. Copy's left at their place of residence they
being absent -

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Jonathan Bauer, Thomas
Sheldon, John Kent, Nelson Guy and
Thomas Henderson Josiah Woley*

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, on the first day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of

M. Wasson & Co.

in a certain matter in controversy in our said Court de-

pending: wherein

A. McLeod & N. Lucas, Partners plaintiff, and

M. Wasson & Co.

defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,

this *12* day of *August* A.D. 184*5*

John Cassil

CLERK.

Filio Aug. 12-45
John Capillett

A McLoud & Lucas
W

Wasson & Woods

For August term 1845

Sonaka Bower Thos
Sheldon John Kent Nelson
Guy & Thomas Henderson

are wanted on behalf of ~~defts~~ as witnesses
by Mr Lawrence
atty for ~~defts~~

U. Laws & Litch

vs

M. Mason & Co.

Receipt for Wct.

Filed April 9th 1846

John Casp, clk

M. Wasson & Co
ads
Lucas & M. Loud } for trial

Jonathan Boven Thos A.
Sheldon John S Kent, Mason
Guy Thos. Henderson Josiah Worley Alex. Bethard
John Guy are wanted as witnesses on behalf
left 30 day

By W. C. Lawrence
his atty

50
124

300

Filed April 15. 1846.
John Caswell

Wm. H. and Nathaniel Lucas and
Abram W. Cloud have settled up
all demands to this date and Abram
W. Cloud & Nathaniel Lucas order a
discontinuance of a case on docket in
common pleas court at the cost
of Plaintiffs and further Abram
W. Cloud agrees to pay Wm. H.
de in full for a note and bond
held against Joseph Solekheim and
now in judgment against Ed.
Solekheim and Ed. W. Cloud will pay
us all the cost we have paid on
Ed. Solekheim in judgment on paper it was
put in judgment. Wm. H. will
pay John Hunt when you John Hunt
and Jonathan Down for the fees and
pay at the summer term of last year's
court

April 14. 1846 Henry McLeod

Wm. H.

Ex. Docket page 116

M. Mason & Co

Ad

A. McDonald & N. Lucas

Cash	3855
Writ	41
	<u>\$3896</u>

~~August 22 1846~~
~~Sealed and returned~~
 Here Rendered

service	\$0-35
Ferry	35
Mileage	25
Bond	50
Advertising	25
	<u>1,70</u>
pondage	48
	<u>\$2,48</u>
printers fee	1-00

Jas M Robinson
 J. S. Scripps
 Filed Sept 9th 1846
 John Cassil Clerk

Shert, original costs \$5-75
 Costs on this writ 2,48
 \$8,23
 1-00

Served August 22nd 1846. on one Small Mare
 and four Bonds for the return of said Mare
 signed by James W. Collins & Donald & others
 the Clerk in the sum of Sixty Dollars
 advertised the above described Mare in the Argus & News
 paper published and in general circulation in town Can
 by for sale on the fifth day of Sept at 9 1846
 Settled Sept 2nd by parties property re
 returned to defendant

Jas M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14th day of April A. D. 1846.

M. Mason & Co.

recovered against

A. McDonald & N. Lucas

~~as well as the sum of~~

the

dollars and

~~cents for~~

~~debt, as the sum of~~

~~dollars and~~

~~cents, for~~

damages as also the sum of

\$ 38,55

for

cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said

A. McDonald & N. Lucas

you cause to be made the ~~debt, damages and~~ costs aforesaid, with interest thereon from the

14th day of April

A. D. 1846, until paid: also the sum of

\$

the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said

M. Mason & Co

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the

court-house aforesaid, this

13th day

of

August A. D. 1846.

John Cassil Clerk

>

7
Filed Aug 13-56
Jamm Cadsit
l Clerk.

Issued same day



McLeod & Ince
vs
M. Waller & Co

The costs and interest thereon
plaintiffs

Judgment in the
Union Com. plea for costs;

I leave an execution that
may be collected of
Wm. B. Lawrence
atty for def to

Civil/Domestic Case File

Case No. 1845-CV-0008

No. 45-CV-8

Union Common Pleas Court.

David Mitchell

Plaintiff,

AGAINST

W. W. Woods

Defendant.

MAY TERM, 1850

JUDGMENT VS DEFENDANT
JUD'G VS PLAINT'F
JUDGMENT VS DEFENDANT

Journal 4 Page 286
Record No. No Record Page
Ex. Doc. Page

Filed May 24th
1845
J. M. Cassie
Clerk

C

Ⓢ

David Mitchell

14

William W. Woods - Silas G. Strong
and Ruben P. Mann

} Asst. Damages \$800-

Issue a summons returnable
forthwith - induce suit but for goods sold - money lent - money
paid - money had & received - account stated & Arid cler
\$500

To the Clerk of Union
Cm. Pleas

Swayne & Hale

Atty for left -

Wmoy Con Pleas

Woods et al

vs Plea

S Mitchell

Filed Aug 19. 1845

John Canfield

W. W. Woods et al
vs
David Mitchell

On assumption
For August term 1845

And the said Defts come and defend
when he and says that they did not

assume and promise in manner and form as the plaintiff has
above thereof complained against him and of this he
puts themselves upon the country &c By W. C. Lawrence this
but the Defts Plaintiff will take notice that the Deft will
on the trial of this case insist and prove that the said plaintiff
was and is indebted to the ~~Defts~~ Defts in the sum 1000. \$.

for the price and value of goods sold and delivered to plain-
tiff by the Defts and at his request and in the sum of 1000 \$
for labor performed by the Defts for the use of the plaintiff
at his request and in the sum of 700. \$. For ~~the~~ money
found to be due from the plaintiff to the Defts
and after offsetting so much as may equal the demand
proved by the plaintiff will insist for judgment
on the balance By W. C. Lawrence

the nty

Filed May 24 1850
James Kimbrell & Co

David Mitchell

^

Woods del

}

This case to be dismissed
at costs exp^d May 3. 1850

W. W. Woods

Served by certified Copies
on each left named here
in, May 27, 1845.

John M. [unclear] Shift

W.C.O.

Union Common Pleas

David Mitchell

Wm. Woods, Secy.
Strong & Butler, S. Attor.

~~Served May 27th 1845
by [unclear] & [unclear]
without~~

~~27th 1845 by reading to
Strong - by acknowledged Secy
Copy~~

Sew - 75
Mile 65
Copies 45

1.25

Filed May 27th 1845
per [unclear] clerk

Strong & Butler
attys in fact

but list for good & true Strong Secy - Strong
paid - money before received - account [unclear]
and [unclear]

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon *William W. Woods.*

Silas G. Strong & Reuben P. Mann

to appear

for the writ

~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto *David Mitchell*

in a plea of *assumpsit* Damages *eight hundred* Dollars
And have you then there this writ.

John Cassil
WITNESS, JAMES H. GILL, Clerk
of said Court, at the Court-House aforesaid, this

29 day of *May* A. D. 184

John Cassil CLERK.

no 1

David Mitchell

4

W. W. Woods Club

Name

Filed May 31st 1945
John Capital Club

Cost Bill Made
No Record

Copied

J + V
\$.56

The State of Ohio } The Court of Common Pleas
Union County ss } May Term 1845

David Mitchell plaintiff in this suit complains of
William W. Woods Silas G. Strong and Reuben P. Mann
~~as~~ defendants in this suit in a plea of assumpsit
for that whereas the said defendants on the first day
of May 1845 were indebted to the plaintiff in the sum of
1000 \$ for goods sold and delivered by the plaintiff to the
defendants at their request - also in the sum of 1000 \$
for work and labor then and then done by the plaintiff
for the defendants at their request - also for the sum of
1000 \$ for goods ~~sold~~ ^{then & then} bargained & sold by the plaintiff to
the defendants at their request - also in the sum of \$1000
for money lent then & then by the plaintiff to the defendant
at their request - also in the sum of 1000 \$ for money
then & then paid by the plaintiff for the use of the
defendants at their request - also in the sum of 1000 \$
for money then & then had and received by the defen-
-dants for the use of the plaintiff - also in the sum
of 1000 \$ ~~from~~ then & then borrowed to be and from the
~~plaintiff~~ defendants to the plaintiff on an account
stated between them -

And also for that whereas the said defendants
on the day and year last aforesaid promised to
pay said several sums of money to the plaintiff
on request - but the said defendants although often
requested so to do has not paid said several sums
of money nor either of them nor any part thereof - to the
damage of said plaintiff \$ 800 and therefore he
brings suit &c.

Severn & Bates

for plff

Saw. No 1.

Doria Mitchell

vs

Wm Woods.

Cost Bill made
No Record

Civil/Domestic Case File

Case No. 1845-CV-0009

No. 45-CV-9

Union Common Pleas Court.

Newton Weaver

Plaintiff,

AGAINST

Elijah Breedlove

et al,

Defendant.

MAY TERM, 1845

JUDGMENT VS DEFENDANT

JUDGMENT VS DEFENDANT

232 SA

Journal 3

Page 278

Record No. 4

Page 347

Ex. Doc. 1

Page 364

Uranian Commaeules

Elyot Knudsen &

Allotheucloran

ad D. D. Knudsen

3rd

Newton Messer

Filed May 27th 1945
John Coffey Clerk

R

Almanacman plus 1845

Newton Weaver of record of

Essex Hill

Shasta

Elyot Knudsen & Ellothu Ellen

And the said Elyot Knudsen & Ellothu

Ellen by J W Crawford their attorney came & defend the wrong & injury
when he answered that they cannot gain any the action of the Plaintiff for any
thing in law or conclusion of the same and by virtue of a warrant of attorney
for that purpose made & executed by the said Elyot Knudsen & Ellothu
Ellen came for a judgment against the said Elyot Knudsen & Ellothu
Ellen in favor of the said Newton Weaver for the sum of two
hundred dollars the debt in the declaration mentioned & also for the sum of
thirty two dollars & five cents the damages sustained by reason of the
detention of said debt & for the costs of suit to be taken & by by virtue
of the same Warrant of Attorney all error is in waived & all right of appeal
& stay of Execution

J W Crawford
Att. for Deft

Umincaunmanphas

Newton Warner

res. Quelindott

Elyoh Kaudase P
Uothucllason

Filed May 27th 1944
John Capil, Uth

Recorded

cast till read

Carverus atty

The State of Ohio Union County Court of Common Pleas of the Term of
May 1845

Union County

Newton Mauer Complainer of Elijah Bredelme & Eltham Elloran in plea of
Ditt so far that whereas the said Elijah Bredelme & Eltham Elloran on the twenty third
day of August in the year of our Lord eight hundred & forty three at Union County
of aforesaid made their certain writing obligatory of that date sealed with their
seals & to the Court was here shown & then & there abjured the same to one
Crispin Reed & thereby bound themselves jointly & severally to pay to the said Crispin
Reed as and for the sum of Two hundred dollars for Value received to be paid
within six months after the date of the said writing obligatory which period is now elapsed
and the said Crispin Reed to whom or to whose order the said sum of money in
the said writing obligatory mentioned was to be made after the making of the
same & before the payment of said sum of money in said writing obligatory
mentioned or any part ^{thereof} & before the time appointed by said writing obligatory
for the payment of the same said on the day & year above mentioned
and since the said writing obligatory to the said Crispin Reed was by
means whereof the said Elijah Bredelme & Eltham Elloran became liable
to pay to the said Crispin Reed the said sum of money mentioned in the
said writing obligatory according to the tenor & effect thereof & of the endorsement
as made thereon as aforesaid yet the said Elijah Bredelme & Eltham
Elloran at the often requests have not yet paid said sum of Two hundred
Dollars nor any part thereof but the same to pay or any part thereof to him
the said Crispin Reed they the said Elijah Bredelme & Eltham Elloran
have hitherto wholly refused & still do refuse to the damage of the said Crispin
Mauer in the sum of One hundred dollars & therefore desire

Carmin & H. P. Atty

Interest paid up for six months on the sum he made
John Green

Filed May 27th 1840
John Coffin, Clerk

Elige Bradley

Judge ment taken
on this note
May 27. 1845
O. W. Wood

Judge of the Court

Sept. 23^d 1840

\$300.

Six months after date we jointly and severally
promise To pay Orrin Reed or order the sum of
Two Hundred Dollars for value received: And we do
hereby severally authorize _____ or any
other attorney at law in the State of Ohio to appear
for us, in any court of record in said State at any
Regular term thereof after the above note shall have
become due, and in joint or several actions against us,
the above note, have perfect acknowledgment
thereof, accept a declaration thereon and confess
judgements against us, in favor of Orrin Reed
or any assignee for the amount then Due on said
note, with all fees and charges usually made by
attorneys for collection, and with cost of suit, and
thereupon release all errors, and waive all right and
benefit of stay of execution in our behalf.

Witness our hands and seals.

Elijah Buedhoefer }
Matthew Haron Seal. }

Newton Mauer

↳ Principal
Zoo Executive

Bredlow & Moran

Felis May 27th 1945
John Capell, M.D.

Spencer May 28th 1945

Newton Mason

¹⁰⁵
Elijah Rudloe &

Matthew Mason

Judgment

27th May 1845

J. Copple Clerk

Given in execution on the above judgment

directed to the Sheriff of Champaign County

Carroll D. H. Atty

Recd this locic May the 29th 1845

Unia Com Pleas

Newton Weaver

" Exr.

Elijah Breedlove &

Matthew Mason

Debts \$ 200.00

Dam. \$ 32.05

Costs 2.57

Due from May 27. 1845

July 25th 1845 - stayed
by superseded

John C. Newcomb

vs
Elijah Breedlove &

8 Mileage - 40

Cost 35

75

Filed Aug. 27th 1845

John Capel, clerk

THE STATE OF OHIO, UNION COUNTY, SS,

Champaign
TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on
the 27ⁿ day of *May* A. D. 1845 *Newton Weaver*

recovered against *Elijah Breedlove and Matthew*
Mason

as well the sum of *Two Hundred dollars Debt, Thirty ~~dollars~~ two*
dollars & five cents, for *his* damages, as the sum of \$ *200.57-*
for *his* cost and charges in that behalf expended, as of record is manifest. You are therefore

commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said

Elijah Breedlove & Matthew Mason

you cause to be made the damages and costs aforesaid with interest thereon from the 27th day of

May A. D. 1845 until paid. Also the sum of \$ _____ the costs of increase

on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court

House aforesaid, on the first day of our next term, to render unto the said *Newton*
Weaver.

Hereof fail not, at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House

aforesaid, this 28ⁿ day of *May* A. D. 1845

Attest *John Cassil* CLERK.

Civil/Domestic Case File
Case No. 1845-CV-0010

No. 45-CV-10

Union Common Pleas Court.

Halle's S. Army

Plaintiff,

AGAINST

Amos A Williams

Defendant.

APR TERM, 1846

Discontinued

Journal 3

Page 392

Record No. **No Record**

Page

Ex. Doc. _____

Page _____

Hollis S. Army

18 1/2 Brae Cape In

} Assumpta Dingy 1845

Amos A. Williams

Filed May 28. 1845

John Carnt CLK

per P. B. Beal

Walter S. Sney

Annas A. Williams } for assumed damages Five hundred dollars

Issue a subpoena returnable forthwith, to doise suit bot
on a note hand given by defendant to plaintiff for one hundred
and ninety two dollars and forty three cents dated October
15th 1840 & due one day after date. also on an other ^{last} note of hand
for some amount dated Oct- 1840 due one day after
date also for money lent, goods sold & received, money
had & received &c

To the Clerk of the Court of Common Pleas Union Co^y
Ohio, dated may 28th 1845-

P. B. Beale atty for
H. H. H.

Swift brot on Note of Hand given by Defendants
to Plaintiffs for One hundred and Ninety two
dollars and Forty three Cents dated Oct. 15. 1840
and due one day after date also on another
lost Note of Hand for same Amount dated
Oct 1840 due one day after date also for
money lent goods sold deliveries money had
and received. &c. P. B. Cole atty for Swift

Union Court Pleas
Hollis S. Army

A. A. Williams

Signed May 30th 1845 - by delivering
a copy of the within writ to Depts

Service -	\$0 35
Mileage - -	30
Copy - -	20
	<u>\$0,85</u>

Thos M Robinson

Sheriff

Filed May 30th 1845
John Caspel, Clerk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Amos A. Williams

to appear

forthwith

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the
County aforesaid, at the Court-House in said County to answer unto

Hollis S. Amy

in a plea of *Assumpsit* Damages Five Hundred Dollars
And have you then there this writ.

John Cassil

WITNESS, ~~JAMES H. HILL~~, Clerk

of said Court, at the Court-House aforesaid, this

28. day of May A. D. 1845

John Cassil CLERK.

Howas mules, cattle sheep & hogs ~~the~~ ~~the~~ for the
plaintiff by the bill at his request and the
defendant will set off on said trial so much of the said
beaver sums of money to due and owing from said plaintiff
& to the said defendant against any demand of the said plaintiff
to be paid on said trial as will be sufficient to satisfy and
discharge such demand and will also then on their demand
a judgment against said the said plaintiff for the balance
of said beaver ~~sums~~ sums of money due to said defendant
according to the Statute in such case made and provided

By W. B. Lawrence
atty

Under Cover Pleas

A. A. Williams
vs. Plea
A. S. Army

Filed Aug 19. 1845
John Cassil Clerk

Copied for Army. 2/40

Amos A Williams

Hollis S Army

For August ten
1845

And the said Amos A Williams comes and defends & says that he did not assume and promise in manner and form as the said Hollis S Army hath declared against him and of this he puts himself upon the country and the said Hollis S Army doth the like

The plaintiff will take notice that the defendant on the trial of this cause will give in evidence and insist that the plaintiff at the commencement of this Suit, was and still is indebted to the defendant in the sum of one hundred dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request and also the sum of one hundred dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request. and also that of one hundred dollars for the price and value of work before that time done and materials for the same provided by the ~~defendant~~ ^{defendant} for the plaintiff at his request. and also in the sum of one hundred dollars for money lent to the plaintiff by the defendant at his request and also in ^{the} further sum of one hundred dollars in money before that time received by the plaintiff for the use of the defendant and also in the further sum of one hundred dollars for money found to be due ^{from} the plaintiff to the defendant on an account ~~stated~~ before that time stated between them. And in the sum of 200.00 for pastorage of hives

on the first day of January A D 1848 at the
County aforesaid in Consideration of the promises, promised the
plaintiff to pay him the said several sums of money herein
above mentioned ^{on request,} ~~at~~ yet the defendant hath dis-
regarded his ~~said~~ ^{said} promises and hath not paid
the said several sums of money or either of them or
any part thereof to the dam age of the plaintiff
five hundred dollars and therefore he brings
this Suit & c By P. B. Cole his attorney

Union Court Pleas
Gallis S. Amey
vs
Amos A. Williams

Filed July 7th 1848
John Capel, Clerk

Cost bill made
No Record

By P. B. Cole
Clerk #1. 69
42

State of Ohio) Court of Common Pleas
Union County) May Term A D 1845

Walter S. Amy complains of James
A. Williams in a plea of assumpsit for that whereas
the defendant on the 15th day of October A D 1840 at
the County of Seneca aforesaid made his promissory note
in writing and delivered the same to the plaintiff and thereby
then and there promised to pay to the plaintiff the sum
of one hundred and ninety two dollars and forty three Cents
seventy five dollars of said amount to be without interest
for one day ~~day~~ after the date thereof which period has now
elapsed. And whereas also the defendant on
the day of October A D 1840 at the County aforesaid
made his promissory note in writing and delivered the same
to the plaintiff and thereby then and there promised to pay
to the plaintiff the further sum of one hundred and ninety
two dollars and forty three Cents ~~seventy five dollars~~ one
day after the date thereof, seventy five dollars of said
amount to be without interest, which period has
now elapsed - And whereas also on the first day of
~~January~~ ~~October~~ A D 1841 at the County aforesaid the said defend-
ant was indebted to the plaintiff in the further sum
of one hundred & ninety two dollars for money then
and there lent by plaintiff to defendant at his request
and whereas also on the day and year last aforesaid
at the County aforesaid the defendant was indebted to
the plaintiff in the further sum of one hundred and
ninety two dollars for goods then and there sold
and delivered by plaintiff to defendant at his request.
And whereas also on the day and year last aforesaid
at the County aforesaid the defendant was indebted
to the plaintiff in the further sum of one hundred
and ninety two dollars for money had & received by defendant
for use of plaintiff - and the defendant afterwards

Civil/Domestic Case File

Case No. 1845-CV-0011

No. 45-CV-11

Union Common Pleas Court.

William Hall

Plaintiff,

AGAINST

Samuel Wheeler

Defendant.

AUG TERM. 1845

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal	3	Page	329
Record No.	4	Page	425
Ex. Doc.	1	Page	468 370

William Hall
vs Pracepe
in Assumpsit
Dams \$300.00
Samuel Wheeler

Filed May 28 1849
John Conit CLK

By P. Beale

William Hall

vs

Samuel Wheeler

for unpaid Damages Three hundred
dollars

Give a summons returnable for the sixth
endorse suit writ. on note of hand given by Defendant
to plaintiff for one hundred and thirty five dollars ^{\$40.00}
dated the 13th of December 1839. and due on the first day of
January A^d 1840 - also for goods sold & delivered many
but had & received, and on ~~an~~ account stated,

To the Clerk of the Court of
Common Pleas Union County }
Ohio dated May 28th 1845

P. W. Heale atty for Plff

And that on Note of 14 and given by defendant to
Plaintiff for One hundred and thirty five dollars
and 40 cents dated the 13th of December 1839 and
due on the 1st day of January A.D. 1840. also for goods
sold and delivered Money lent had and received
and on account stated P^r J Cole atty for self

Union Court Pleas

Mr Hall

- do

Saml. Wheeler

Filed May 29. 1845
John Cassil Clk

Recorded

I solemnly do swear of the truth
of the above this 28th day of May 1845
James M. Phelps

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon *Samuel Wheeler*

For the writ to appear
on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the
County aforesaid, at the Court-House in said County to answer unto *Mr Hall*

in a plea of *Assumpsit* Damages *Three hundred Dollars*
And have you then there this writ.

John Cassil
WITNESS, ~~JAMES H. GILL~~, Clerk

of said Court, at the Court-House aforesaid, this

28. day of *May* A. D. 184*5*

John Cassil CLERK.

Union Leone Pleas

William Hall

vs
Samuel Wheeler

Filed July 7th 1845

John Caple Clerk

Cost bill made

Recorded

By P. Bleak Atty
PMB

Faint handwritten notes on the left page, including "July 13th" and "John Caple".

Faint handwritten notes on the right page, including "John Caple" and "PMB".

State of Ohio } Court of Common Pleas
Union County } May Term A D 1845

William Heall complains of Samuel
Wheeler in a plea of assumpsit for that whereas the defendant
on the 13th day of December in the year of our Lord
one thousand eight hundred and thirty nine at the County
of Union ^{aforsaid} made his promissory note in writing and delivered
the same to the plaintiff, and thereby then and there promised
to pay to the plaintiff or order ^{the sum of} one hundred and thirty five
dollars and forty cents on or before the first day of January
then next ensuing, which period hath now elapsed
and also for that whereas the defendant on the first
day of January A D 1840 ~~was~~ at the County aforsaid
was indebted to the plaintiff in the further sum of one
hundred & thirty five dollars for the price and value of
goods then and there sold and delivered by the plaintiff to
the defendant at his request. — and whereas also
on the day and year last aforsaid at the County aforsaid
the defendant was indebted to the plaintiff in the further
sum of one hundred & thirty five dollars for money
then & there lent by the plaintiff to the defendant at his request,
— And whereas also on the 20th day of May A D 1845 —
at the County aforsaid the said defendant was
indebted to the plaintiff in the further sum of
two hundred dollars for money then and there
found to be due from the defendant to the plaintiff
on an account then & there stated between them
and the defendant afterwards on the day and year
last aforsaid at the County aforsaid in consideration of
the premises ^{the plaintiff} promised to pay him the said several sums
of money herein above mentioned on request, yet the defend-
ant hath disregarded his ^{said} ~~own~~ promises, and hath
not paid any of the said moneys or any part thereof
to the damage of the plaintiff three hundred dollars & therefore
he brings his suit —
By P. B. Heale his Attorney

June 1st 1844

Receipt on the note

29-94-65

S. Wheeler
note

S. M.
Wheeler's
note
35-40

Filed 1945
John Capil
Clerk

on or before the first day of January
next I promise to pay William Hall or
order the sum of one hundred and
thirty five dollars and forty Cents
for value Received this 13th december
1859
Samuel Wheeler

2-468

Union Common Pleas

William Hall
vs
Samuel Wheeler

Damages \$181.00
Costs 3.11¹/₄
Increase 14.12
Writ - "41

Cr Jan 25. 1847 \$2.60

Filed Nov. 20th 1849
James Kimbady clerk

Recorded

P. B. Keale

Received this writ September 6. 1849. Advertised the
within described property for sale by publication in the
Marysville Tribune. to be sold on the 29th day of October
1849. offered the same for sale. not sold for want
of bidders.

Fees = mileage 40

Service 35
By file 1.00
advertising 25 = \$2.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of.

Samuel Wheeler ~~Wright~~, 3 head of Horses, 4 head of cattle,
1 Two horse waggon, 2 Wind Mills, 1 Stack of ~~Wheat~~ 2 Stacks
of Hay, 4 Sugar Kettles, one bay horse 12 years old and
one roan horse 6 years old

which according to our commands you have taken into your hands, and which remain unsold as you have certified
to the Judges of our Court of Common Pleas of our said County, to satisfy William Hall

the sum of One Hundred and Eighty One _____ dollars
and _____ cents for his _____ for _____ damages, together with
\$ 3.11 $\frac{1}{4}$ _____ for his costs, with interest thereon from the 19th day of August,
A.D. 1845 until paid, which late in our said Court the said William Hall

recovered against the said Samuel Wheeler

as of record is manifest. Also, \$ 14.12 _____ increase of costs, and the accruing costs

And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then
you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as
the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold
as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the
Court House in Marysville, on the first day of their next Term, to render unto said William Hall

Hereof fail not at your peril, and have then there this writ.

James Kirkade ~~James Kirkade~~
Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this 31st day of August

A.D. 1849 James Kirkade ~~James Kirkade~~ Clerk.

William Hall

vs
Samuel Wheeler

Damages	\$ 181,00
Costs	3 11/2
Writ	41

Service -	\$0-35
Mileage -	5
	<hr/> 40

Filed Oct 27 1845
John Casil CLK

entered

Received this writ Sept 16th 1845
Returned by order of Plaintiff
Thos W Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on the 19th day of August A. D. 1845 *Wm Hall*

recovered against *Samuel Wheeler*

as well the sum of *One Hundred & eighty one* — — — — — dollars
and *cents*, for *his* damages, as the sum of \$ *3,11 1/2* — — — — —
for *his* cost and charges in that behalf expended, as of record is manifest. You are therefore
commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said
Samuel Wheeler

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of
August A. D. 1845 until paid. Also the sum of \$ — — — — — the costs of increase
on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court
House aforesaid, on the first day of our next term, to render unto the said *Wm Hall*

Hereof fail not, at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House
aforesaid, this 16th day of *Sept.* A. D. 1845

Attest *John Cassil* CLERK.

Wm. Hall

vs
Saml Wheeler

Damages	\$ 181.00
Costs	311
Increase	122

Remitted	\$ 32.00
Leaving	\$ 149.00

Mileage	- - -	\$ 200.40
Service	- - -	35
Advertising	- - -	25
		<u>\$ 1.00</u>

Wm. Robinson
Sheriff

Filed April 13. 1846.
Joh. Casselch

Admitted

Received this writ on Nov 13th 1845. Seized March 2nd 1846 on 3 head of Horses 4 head of Cattle 1 New Horse The Iron 2 Windmills one stack of oats Two Stacks of Hay Two Sugar Betsels - situated the above property for sale on the 28th day of March between the legal Horses et al The horse of the Respondant in Seizing J. D. Union Co March 28th 1846 - offered the above described horse to not sold for want of bidders. J. W. Robinson Sheriff said judgment, O. B. Cole Atty for Plaintiff of said judgment, the sum of thirty two dollars in consequence of a mistake of that amount in entering said judgment.

There is hereby remitted on the within above judgment, the sum of thirty two dollars in consequence of a mistake of that amount in entering said judgment.

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on the 19th day of August A. D. 1845 *Wm Hall*

recovered against *Samuel Wheeler*

as well the sum of *One Hundred & eighty one* dollars
and cents, for *his* damages, as the sum of \$ *311¹/₂*

for *his* cost and charges in that behalf expended, as of record is manifest. You are therefore
as we have heretofore commanded you commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said

Samuel Wheeler

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of
August A. D. 1845 until paid. Also the sum of \$ *122* the costs of increase
on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court
House aforesaid, on the first day of our next term, to render unto the said *Wm Hall*

Hereof fail not, at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House

aforesaid, this 13th day of Nov. A. D. 1845

Attest

John Cassil

CLERK.

William Hall

vs
Samuel Wheeler

Damn.	\$181.00
Coat	311/2
meas	723
Wit	41

Service -- \$0 35

Milege -- 50

advertising -- 25

\$110

printers fee 100

Wm W Robinson
Sheriff

Filed October 14. 1846
John Casil clerk

Recorded

advertised

Received this writ August 22nd 1846
 & returned the within described Grants & Charters
 in the signs for sale at the residence of the
 Defendants in Seeburg Township on the 19th day
 of Sept 1846 - but sale for want of bidders
 Wm W Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those ~~lands and tenements of~~ *goods & chattel*

*of Samuel Wheeler, to wit: 3 head of Horses 4
head of cattle one two Horse waggon, 2 Winnowills
& stack of oats 2 stacks of Hay + 4 sugar Kettles*

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *William*

Hall — — — — — the sum of
one hundred eighty one dollars and — — — — — cents,
for *his* damages, together with \$ *3,114* for *his* costs, with interest thereon from the
19th day of *August* A. D. 1845 until paid; which late in our said Court the said
Wm. Hall recovered against the said *Samuel Wheeler*
as of record is manifest. Also \$ *7,23* increase of costs, and accruing costs.

And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said *Wm. Hall*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *22^d* day of *August*

A. D. 1846.

John Cassil CLERK.

Ex. Booklet page 464

William Hull
vs
Samuel Wheeler

Damn	\$ 187 00
Cost	3 11
Misc	10 14
Writ	41

Filed Aug 3 1847
John Cassil Clerk

Recorded

Received this writ July 5th 1847. I duly advertised the within described property in the Argus a Newspaper published and in general circulation in Union County, Ohio, for sale on the 31st day of July A.D. 1847 at the farm of Samuel Wheeler between the legal hours of the clock, A.M. and four o'clock, P.M. not sold for want of bidders

Geo- advertising 25
mileage. 40

Service 35
Printers fee 100 Philip Under Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We hereby command you to expose to sale these ~~lands and tenements~~ of *goods & chattel*
of Samuel Wheeler, to wit: 3 Head of Horse, 4 Head
of cattle, 1-2 Horse Waggon - 2 Windmills, 1 Stack
of oats, 2 stacks of Hay, & 4 Sugar Kettles

which according to our commands you have taken into your hands, and which remain unsold as you have
certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *William*
Hall ————— the sum of
one Hundred & eighty one dollars and ————— cents,
for his damages, together with \$ 3.11. for his costs, with interest thereon from the
19th day of *August* A. D. 1845 until paid; which late in our said Court the said
William Hall recovered against the said *Samuel Wheeler*
as of record is manifest. Also \$ 10.14 increase of costs, and accruing costs. And that you have
the same before the said Court at the Court House in Marysville, on the first day of their next term, to ren-
der unto said *Wm Hall*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *5th* day of *July*

A. D. 1847.

John Cassil - CLERK.

C & 468

William Hall
vs

Samuel Wheeler

Damages \$181.00
costs 3.11½
Increase cost 22.08
This writ 73

pd July 25th 1847
on costs \$2.60

Filed March 17 1853
James Linn Clerk

Because this writ December 17th 1853
Had the within described property exheretate for sale in
the Massalle Tribune a newspaper published and in
General circulation in union county Ohio for at least
ten days previous to the day of sale of same as to wit; on
the 17th day of March 1853 and the day he bore the sale
the Defendant Paid on this judgement fifty two dollars and
fifteen cents in cash and also a Receipt given by William
Hall to Samuel Wheeler for forty five dollars having
date December 29 1847 Paid to Plaintiff attorney thirty
dollars also this Receipt for \$45.00; paid the Clerk of the Court
twenty two dollars and fifteen cents; Returned by order of
P. B. Cole Plaintiff attorney March 17th 1853

Fees	Milage	35-
	Levs	35-
	Return	20
	Pomassage	1.96
	Printer fee	150
		<u>426</u>

William C. Mumford

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~lands and Tenements of~~ *Goods & Chattles*
of Samuel Wheeler, to wit, one bay
horse one sowel Mare one Bay
Mare one two horse waggon two
Cows one heifer Two Spring Colts
& one wind Mill

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judge of our Court of Common Pleas of our said County, to satisfy

William Hall

the sum of *one hundred & Eighty one* dollars
and ~~cents for~~ for *his*

damages, together with \$ *3.11 1/2* for *his* costs, with interest thereon from the *19th*
day of *August* A. D. 18*45* until paid, which late in our said Court the said

William Hall

recovered against the said *Samuel Wheeler*

as of record is manifest. Also, \$ *22.08* increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same

before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said *William Hall*

Hereof fail not at your peril, and have then there this writ.

Witness, *Turner* JAMES ~~KINKADE~~ Jr., Clerk of said Court at

the Court House in Marysville, this *17th* day of
December A. D. 18*52*

James Turner Clerk.

E D 468

William Hall

vs

Samuel Wheeler

Summs \$181.00

Cost 3.11 1/4

Increase Cost 18.45

This ~~cost~~ 73

Filed Oct 18 1852
James Down
Clerk

Sum	35
Jan	35
May	35
October	25
Subscrip	1 50
Return	1 10
<hr/>	
2	90

P B Cole
Atty for Piff

Resolved this 20th June 24th 1852
 done September 24th 1852 in conjunction with an other Convention
 Mr Mason for the use of R W Lee upon the following resolution
 Resolved to wit one Day there one done there one Day there one
 two three session two copy one sheet two spring both course
 mind will have the abstraction preparing active tissue in the
 in the Maryland Britain a newspaper printed had establishment
 in given circulation in main country this far at least
 the class preparing to the class of date afterwards to wit on the 16th
 way of between 1852 1852 every day the class of date afterwards to wit on the 16th
 at that distance of the settlement
 to learn the legal than of the
 which shall for each 2 1/2
 and not date for each 1 1/2
 directors
 Sam. Hall 35
 Jan 35
 May 35
 October 25
 Subscrip 1 50
 Return 1 10
 2 90
 William Coleman Clerk
 18th 1852

The State of Ohio, Union County, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~lands and Tenements of~~ *goods and*
Chattles of Samuel Wheeler
to wit 3 head of horses 4 head of cattle
one two horse wggon 2 wind mills one
stack of oats 2 stacks of Hay 4 sugar
Kettles one bay horse + one roan horse

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy

William Hall

the sum of *one hundred and Eighty one* — dollars

and — cents for — for *his*

damages, together with \$ *3.11 $\frac{1}{4}$* for *his* costs, with interest thereon from the *19th*
day of *August* A. D. 1845 until paid, which late in our said Court the said

William Hall

recovered against the said *Samuel Wheeler*

as of record is manifest. Also, \$ *18.45* — increase of costs, and the accruing costs.

And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the good and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said *William Hall*

Hereof fail not at your peril, and have then there this writ.

Witness, *Turner*
JAMES ~~KINKADE~~ *Turner* Jr., Clerk of said Court at
the Court House in Marysville, this *24th* day of

June A. D. 1852

James Turner Clerk.

468

William Hall

vs
Samuel Wheeler

Vende with Clause

Damages \$181.00
Costs 3.11 $\frac{3}{4}$

Due from Aug 19, 1845-

Increase Costs 17.34
Due on same 4.13
This writ .41

Filed July 1, 1851

L. H. Rode Jr Clerk

Or same 25.1847 2.60
Due on same .50

Warrant J. 1851

Recorded

Cole atty for Rode

Received this writ May 10th 1851

Proceeded to find the within described personal property. Since
when ~~both~~ property of Samuel Wheeler but could not find
any of it

July 1st 1851

Geo Metase 35-
Linn 35-
70

William C. Malin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting

WE command you to expose to sale those ~~lands and tenements of~~ Goods & Chattels of

Samuel Wheeler, Towns, 3 head of Horses,
4 head of Cattle, 1 two horse Wagon
2 Wind Mills, 1 Stack of Oats, 2 Stacks of hay
4 Sugar Kittles, one bay horse 12 years old
and one roan horse 6 years old —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy William Hall

the sum of One hundred & Eighty One — dollars
and — cents for his — for his damages, together with
\$ 3.11 1/4 for his costs, with interest thereon from the 19th day of August
A.D. 1845 until paid, which late in our said Court the said William Hall

recovered against the said Samuel Wheeler

as of record is manifest. Also, \$ 17. 34 & interest on same to this date \$ 4. 13
increase of costs, and the accruing costs.

And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said William Hall

Hereof fail not at your peril, and have then there this writ.

Witness, James Kirkadee Clerk of said Court at the Court

House in Marysville, this 10th day of May

A.D. 1857

James Kirkadee Clerk

William Hall
vs
Samuel Wheeler

Damage	\$181.00
costs -	3.11 $\frac{1}{4}$
Sub from Aug 19. 1845	
Increase cost	16.53
Sub on same -	2.86
writ	.41

cr Jan 25. 1847	\$2.60
Sub on same	.47
	<u>\$3.07</u>

Recorded

In Sp. 5. 1850

Filed May 28. 1850
James Kirked p. M

Cal

Received this writ February 25th 1850
By order of John Cassil & P. B. Cole returned
without advertising May 27. 1850

Fee = mileage 5
service 35 = 40

Philip Tucker Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods and Chattels of
Samuel Wheeler ~~to wit~~. 3 head of horses
4 head of Cattle. 1 two horse waggon, 2 wind Mills
1 stack of Oats, 2 stacks of Hay, 4 sugar Kettles,
one bay Horse 12 years old, and one roan horse 6 years
old _____

which according to our commands you have taken into your hands, and which remain unsold as you have certified
to the Judges of our Court of Common Pleas of our said County, to satisfy William Hall

the sum of One hundred and Eighty one — dollars
and _____ cents for his _____ damages, together with
\$ 3.11/4 — for his costs, with interest thereon from the 19th day of August
A.D. 1845 until paid, which late in our said Court the said William Hall

recovered against the said Samuel Wheeler _____

as of record is manifest. Also, \$ 16.53 _____ & interest on sum to this date \$ 2.86
increase of costs, and the accruing costs.

And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then
you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as
the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold
as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the
Court House in Marysville, on the first day of their next Term, to render unto said William Hall

Hereof fail not at your peril, and have then there this writ.

Witness, ~~JOHN CASSELL~~ ^{James Kirkadee} Clerk of said Court at the Court

House in Marysville, this 25th day of February

A.D. 1850

James Kirkadee Clerk

William Hall

u.

Sam^l Wheeler

Dam.	\$181.00
Costs	3.11 $\frac{1}{4}$
Incr.	4.22
Writ	.41

Service --- \$0.35

Mileage --- 50

advertising --- 25

~~Band~~ --- 50
1,60

printers fees 1-00

Thos M Robinson

Sheriff

Filed July 11. 1846

John Casil M

advertised

Advertised The within described goods & Chattels in
 The ~~papers~~ papers & paper published and in general circulation
 in Union County for sale at residence of defendant on the
 6th day of July 1846 - offered the within described
 goods & Chattels for sale not sold for want of Bidders
 Thos M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those ~~lands and tenements of~~ *Goods & Chattels*

of Samuel Wheeler viz 3 head of Horses 4 head of Cattle, one Horse Waggon, 2 Windmills 1 Stack of Oats 2 Stacks of Hay 4 Sugar Kettles

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *William*

Stall the sum of

One hundred Eighty one dollars and _____ cents,

for his damages, together with \$ *3.11 $\frac{1}{4}$* for his costs, with interest thereon from the

Nineteenth day of *August* A. D. 1846 until paid; which late in our said Court the said

W^m Stall recovered against the said *Samuel Wheeler*

as of record is manifest. Also \$ *4.22* increase of costs, and accruing costs. And that you have

the same before the said Court at the Court House in Marysville, on the first day of their next term, to ren-

der unto said *William Stall*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *21st* day of *May*

A. D. 1846.

John Cassil

CLERK.

In Union Com Pleas

Williams Hall
vs
Samuel Wheeler

Costs \$15⁰⁰ 66¹/₄
Interest 2⁰⁰ 50
Writ " 41

Paid Jan'y 25. 1847 \$2.60

Filed May 29. 1849
J. A. Hinckadee Jr. Clerk

Recorded

Received this writ April 25. 1849. Levied May 26. 1849 upon
one Gray horse 12 years old & one Roan horse 6 years old in conjunc-
tion with another execution in favor of McKeain & Harriott, and
took bond for redelivery. not advertised for want of time

Fees - mileage 5
levied - 35
day - 35

Philip Swider Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF *Union* GREETING:

WHEREAS, in a certain action in *Assumpsit* lately prosecuted in our Court of Common Pleas, within and for the County of Union, wherein *William Hall* was plaintiff, and *Samuel Wheeler* was defendant; the costs (original and increase) of the said *Samuel Wheeler* are taxed at *Fifteen* dollars *66*¹/₄ cents, and interest up to this date *Two* dollars *Fifty* cents. You are therefore commanded, that of the goods and chattels, or for want of goods and chattels, of the lands and tenements of the said *Samuel Wheeler*

in your bailiwick, you cause to be made the costs and interest aforesaid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of the Court of Common Pleas, within and for the said County of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

James Kirkadee
WITNESS, ~~JOHN CASH~~, Clerk of said Court at the Court House

in Marysville, this *25th* day of *April*

A.D., 1849.

James Kirkadee CLERK.

Ex. Docket page 370

Wm Hall

vs

Jam Wheel

Davis	\$ 181 00
Costs	3 11 1/2
Merces	9 33
Rit	41

Filed May 5, 1847
John Copit Clerk

Recorded

Received this writ March 11th 1847
 Returned by order of J. B. Cook attorney for plaintiff
 without advertising
 Fees - service 36
 Mileage 5 = 40
 Philip's Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those ~~lands and tenements of~~ *goods & Chattels* of Samuel Wheeler, to wit: Three Head of Horses four Head of cattle, one, two Horse Wagon, two Windmills, one stack of Oats, two stacks of Hay, and four Sugar Kettles

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *William Hall* the sum of *one Hundred & Eighty one* dollars and *cents*, for *his* damages, together with \$ *3,11%* for *his* costs, with interest thereon from the *19th* day of *August* A. D. 1845 until paid; which late in our said Court the said *William Hall* recovered against the said *Samuel Wheeler* as of record is manifest. Also \$ *9,33* increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said *William Hall*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this *11th* day of *March* A. D. 1847.

John Cassil CLERK.

Issued

William Hall }
vs }
Samuel Wheeler }

Judgment August Term
A D 1845

Issue an Execution on the above
Case that the Judgment and Costs may be made
Do John Basil Clerk

November 23 1845

P. B. Dale Atty for
Plff

Jim Hall }
18 } Union Com Pleas
Saul Wheeler } Judgement

Issue a vendic in this case

August 20 1846
To John Canal Clerk

P. B. Leake atty
for P. T. H.

1014

True Gall
18
Samuel Wheeler } Judgments

Issue a vendi, to sell the property
bound on in this case

To J. Leavelle Clerk
July 5 1847

P. W. Bleak attorney
for plaintiff

William Hall }
 ^N }
Samuel Wheeler } Judgment Aug. Term 1845

Issue an execution on the
above Judgment that the same may be collected

To John Cassel Clerk

Sept. 15 - 1845

J B Leale Atty
for plff

933

Wm Hall }
 } ^{vs}
Samuel Wheeler } -

Issue a Writ in the above case
March 7 1847

J. J. Cavil Clerk

P. V. Deane
Atty for Wm Hall

Civil/Domestic Case File

Case No. 1845-CV-0012

No. 45-CV-12

Union Common Pleas Court.

Joseph A Ross.

Plaintiff,

AGAINST

Thomas McEwing

Defendant.

APR TERM. 1846

Judgment VS Plaintiff

Journal 3

Page 392

Record No. No Record.

Page

Ex. Doc.

Page

Union Com - Pleas

May 28 1845

Joseph M. Ross
vs

Thos. M. Ewing

Prize

Filed May 28. 1845
John Cassel

Issued

Crawford

The State of Ohio
Union County } Union Common Pleas
May Term 1845

Joseph M. Raab

vs
Thos. M. Ewing Justice
of the Peace

Action on the case
Damages \$500

The clerk will issue
a summons in this case

returnable forthwith -

Induce suit brought to recover damage
sustained by Pff for Malfeasance Misfeasance
& Nonfeasance in office by said Justice
in refusing & neglecting to proceed to collect cer
tain notes left by Pff with said Justice
for collection &c

J. W. Crawford
Att'y for Pff

did not to recover damage sustained by
Plaintiff for Malfeasance, Misfeasance and
Nonfeasance in office by said Justice in refusing
and neglecting to proceed to collect a certain
note left by Plaintiff with said Justice for collection
+c.
Jas W. Crawford Atty for Plaintiff

Union Court Deas

Jo^d A. Ross

Thos M. Ewing
Justice of the Peace

Service - - \$955
Mileage - 55
Copy - - 10
\$1,000

Filed May 28. 1865
John Cassil CLK

Served May 28. Th 1845 - by Certified
Copy of this writ to the within named
J. M. Ewing - J. W. M. Robinson Sheriff

State of Ohio, Union

To the Sheriff of said County, Greeting.

We Command you to summon Thomas M. Ewing
Justice of the Peace

to appear

Forthwith

~~on the first day of our court term~~ before the Judges of our Court of Common Pleas, in and for the
County aforesaid, at the Court-House in said County to answer unto

Joseph M.

Ross.

in a plea of Action on the case Damages *Seventy Five* Dollars
And have you then there this writ.

John Cassie

WITNESS, ~~JAMES H. GILL~~, Clerk

of said Court, at the Court-House aforesaid, this

28. day of *May* A. D. 1845

John Cassie CLERK.

Union Comm Pleas
May Term 1845

Joseph M. Rapp

vs
Thomas M. Ewing
— — —

Man

Filed Aug 19.
1845 John Cassil Ck

Capt Bill man
No record

Crawford & Co

Alman Court of Common Pleas

May August Term 1845
Joseph M. Rags

complaints of Thomas M. Evening in a ^{a trustee of the year} plea of trespass on the case for that whereas heretofore to wit on the 14th day of February AD 1843 at the County of Union aforesaid the P^lff placed in the hands of the Dist^{ct} an acting Justice of the Peace for said County a Note ^{or paper left} handed for the sum of \$14.25 with a credit of one dollar and seventy five cents dated January 5th 1842 a part one Isaac Smith with orders to said Justice to proceed forthwith to collect the amount of said Note but said Dist^{ct} Justice as aforesaid disregarding the instructions of the P^lff in the premises ~~and~~ did not proceed to collect the amount of said Note but fraudulently and negligently refused and neglected to proceed to collect said Note but fraudulently contriving and intending to injure and prejudice the said P^lff in the premises and to cheat him out of his said claim colluded with the said Isaac Smith and in order to enable him said Smith to remove and make way with all his goods & chattels out of which the P^lff aforesaid debt could have been made ~~that~~ refused and neglected to issue a summons in favour of the P^lff until the 1st day of August AD 1844 during all which time to wit ^{from February 14th 1843 to June 14th 1844} for ^{4 to 16} ~~the~~ Dist^{ct} had goods and chattels sufficient to make the amount of the P^lff claim by reason of which fraudulent collusion and neglect the said Justice the said P^lff lost

his said claim and was compelled to pay a large amount of costs to wit 3 dollars and other expenses to the damage of the said Plff to wit security fees & appears

And also for that whereas ~~hence~~ ^{at your equity} ~~to wit~~ ^{you are} on the 14th day of February 1845 the said Plaintiff aforesaid placed in the hands of the said Dist^{ct} as Justice of the Peace for collection a certain due bill given by one Isaac Smith to Plff and made payable to said Plff or order for the sum of \$14.25 and dated January 5th 1845 and at the time of having said due bill gave directions to said Justice to proceed forthwith to collect the amount of said due bill assuring said Justice that said Smith would abscond and the debt would be lost unless immediately secured and at the same time offering to pay to said Justice his costs and to file his affidavit in due form of law in order that a Capias should issue all which said Justice refused and neglected to do and totally neglected and refused to issue a Capias or summons as directed by the Plff but fraudulently colluded with said Isaac Smith and intending and fraudulently contriving to cheat the Plff out of his said claim and to suffer and permit said Smith to remove his goods & chattels out of the reach of an execution entirely neglected to issue a summons or to take any steps as Justice as aforesaid to collect the said sum of Money until the 1st of August 1844 a period of over

seventeen Months during all which time
said Smith had goods & chattels out of which
the said sum of \$14,372 the amount of the
debt and interest together with the costs could
have been made but by reason of said col-
-lusion and fraudulent neglect the said
Smith had an opportunity to remove and ac-
-tually did remove his property out of the coun-
try by reason whereof the said P^lff lost
the whole amount of his claim together with
a large amount of costs to the damage of the
said P^lff to wit seven hundred and several
and upwards he says

By J. W. Crawford
his Atty -

Union Court Pleas
J. M. Ross

T. M. Cwiny

service — 12 $\frac{1}{2}$

Mileage — 50
62 $\frac{1}{2}$

Wm. M. Robinson

Sheriff

Dated April 14th 1846
John Caspell, Clerk

Remem. This writ by reading to the within
named witness who Rememder his fee rec'd was
not paid

Wm. M. Robinson Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON *Robert Rile*

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of *J. N. Ross* in a certain matter in controversy

in our said Court depending: wherein *J. N. Ross*

is plaintiff, and *J. M. Ewing*

is defendant. And this he shall in

no wise omit under the penalty of the law; and have then there this writ.

John Carril
Witness, ~~JAMES H. GILL~~, Clerk of our said Court, at

the Court-House aforesaid, this *30* day of

March A.D. 18*46*.

John Carril Clerk.

Union Cen^r Plea

J. A. Ross

Th: M Ewing

Service — 12 $\frac{1}{2}$

Mileage — $\frac{5}{19\frac{1}{2}}$

Filed OCT 28. 1845

John Cassil CLK

Served by reading to the within
named witnesses

of the
H. Robinson

Shelick

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Saml. Stithen*

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, ~~on the first day of next Term, at 10 o'clock, A. M.,~~ ^{Forthwith} to testify and the truth to speak on behalf of

D. M. Ross in a certain matter in controversy in our said Court de-
pending: wherein *D. M. Ross* is plaintiff, and

Tho. M. Ewing is defendant.

And this shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,

this 28 day of Oct A. D. 1845

John Cassil CLERK.

Union Com. Dec

J. W. Rags

vs

J. M. Ewing

Sub. for Wt

Service	—	\$60.62 $\frac{1}{2}$
Mileage	—	55

Filed March 9. 1866

John Cassick

Served in Sumner 5th Time March the 2nd or
1846 by reading personally returned by fees
which was not paid

March 6th 1846 Served in Sumner Merlaugh &
Tones Shivers by reading personally

Robert Rags and David Lockintery first
sumner in Comts J. W. M. Johnson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *David Hockinberry, Samuel McCulloch, Amos McKin, Robert Ross & Samuel Stithem*

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the first day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of

Joseph N. Ross in a certain matter in controversy in our said Court depending: wherein *Joseph N. Ross, is* plaintiff, and *Thomas M. Ewing* defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,

this *20th* day of *January* A. D. 1816

John Cassil CLERK.

Wardon Com. Plea

Joseph A. Raps
as

Thos. M. Ewing

Steff. Wettrick

Service — \$0.37½

Mulge — 60

Served by reading on Samuel Mearlock

Amos McLean — Robert Rags Post James

Thos McCombren Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON *Samuel Mc Culloch*
Amos Mc Veir & Robert Ross

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of *Joseph A. Ross* in a certain matter in controversy in our said Court depending: wherein *Joseph A. Ross* is plaintiff, and *Thomas M. Ewing* defendant. And this ~~they~~ shall in no wise omit under the penalty of the law; and have then there this writ.

Witness, *John Cassil*
~~JAMES H. GIBB~~, Clerk of our said Court, at

the Court-House aforesaid, this *24th* day of

October A.D. 18*45*.

John Cassil Clerk.

Joseph N. Ross } In Union Common Pleas;
vs. } In Case.
Thomas M. Ewing }

Depositions will be taken
in this case, by the Defendant,
before Asaph Allen, a Justice of the
peace of Darby Township, Madison
County, Ohio, at the Office of the said
Asaph Allen in said Township, on the
fourth day of ~~April~~ 1846, between six
A. M. and nine P. M.

Otway Hurry
Atty for Defendant.

Dated March 30th 1846.

Recd my fav R McCan

W. L. O. Spivey 14th 1846
John Taylor, Clerk

Deposition of Robt
McCam. in the case of
Robt vs. Irving

Filed April 14th 1846
John Cassil, Clerk

Robt Horn. Shad
Irving Shad

April 15. 1846
Checked at request
of Seth Cornwell
of Seth Cornwell



at



Depositions of witnesses taken in
a cause pending in the court of Union
Common Pleas. In Case, wherein Joseph N.
Ross is plaintiff and Thomas M. Ewing
is defendant, in pursuance of the notice
hereto attached, and at the time and
place therein mentioned. The defendant
was present.

Robert McCan, of the county of
Madison, of lawful age, being first duly
sworn, by me, as hereafter certified, deposes
and says that
I became acquainted with Isaac Smith late in the
summer or early in the fall of 1843 and from
that time till he left Darby I am confident that
their ~~could~~ could not have been a collection
made by law from him of any amount however
small it has also been so considered by those
who had claims against him and from the general
reputation of Smith in the neighborhood he
has not had property subject to execution from
the time he came to Darby until he left
I officiated as constable in Jerome Township Union
County in 1844 During that time S. M. Ewing Esq
put into my hands an execution in favor
of Ross against Isaac Smith dated 16th August
1844 here to arrest & make letters A made
two searches for property but none found that he
belonged to him Charles Smith owned the wagon &
horses from the time I first became acquainted
with said Isaac Smith there has been no time since
Smith came to Darby to the time of his leaving
that I would have learned on any property in
Smiths or his families possession for a debt of said
Smiths unless the same had been turned out R. McCan

I, Asaph Allen, a justice of the peace in and for the township of Darby, in the county of Madison and State of Ohio, do hereby certify that the above named Robert McCand was by me duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing depositions by him subscribed, was reduced to writing by me, and was taken at the time and place specified in the inclosed notice.

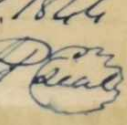
In testimony whereof, I have hereunto set my hands, this 4th day of April, in the year 1846.

Asaph Allen
justice of the peace

Witness fees 25 Cents
justice fees 40 Do

State of Ohio Union County ss.

To any constable of Jerome township Greeting:
Whereas J. M. Rofs obtained a judgement against Isaac Smith, before me Thomas M. Ewing, a Justice of the peace for the township aforesaid for the sum of fourteen dollars & thirty seven cents & his costs taxed at thirty cents (in all \$14.67^{cts}) on the 7th day of August 1844.

You are therefore commanded that of the goods and chattles of the said Isaac Smith you cause to be made the debt and costs aforesaid & the costs that may accrue. And of this writ make legal service & due return. Given under my hands & seal this 16th day of August 1844
Thomas M. Ewing 

Execution

J. R. Pop

vs.

Isaac Smith

Judgt.	\$14.67
This Court	25
	<hr/>
	\$14.92

A.

September the 16.
& do hereby That the
named person in the
order by virtue of
& can make any
part of the amount
making
O. J. Moore Const

J. M. Raso

J. M. Ewing

Filed April 15. 1846
John Cassin

Joseph N. Ref
vs
Thomas M. Ewing

In case

I gave a subpoena
for David Chapman ^{D. K. Bigelow}
of def't's witness. Let him
attend: forthwith.

Attorney General
atty for def't

In the Clerk of the
Court of Common Pleas
of the Co. of Ohio.

Union Common Pleas

Joseph B. Ross
vs

Thomas M. Living

Sub. for Defts. Writ.

Service - 12¹/₂

Mileage - 50

\$0,62¹/₂

Filed Oct 28 1865

John Casie clk

contracts not found in the County

of ~~the~~ Robinson

Sherriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We command you to summon

Peter Smith

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the first day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of

Thomas M. Ewing in a certain matter in controversy in our said Court de-
pending: wherein *Joseph A. Ross, is* plaintiff, and
Thomas M. Ewing defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness, John Cassil, Clerk of said court at the Court House aforesaid,

this *9th* day of *Oct*, A. D. 191*5*

John Cassil

CLERK.

union common seal

J. N. Daps
vs

Thomas M. Ewing

Service — 37
Mileage — 5
42

Wm W Robinson

Sheriff

Filed April 15. 1846

John Casil Clk

Served this writ by reading to the
within named witnesses April 14th

A D 1846 - Wm W Robinson

Sheriff

The State of Ohio Union County, ss.

To the Sheriff of said County, Greeting.

We command you to summon Asaph Allen
& James Ewing ^{Joseph N. Kaps} to appear forthwith before
the judges of our Court of Common Pleas to testify
in behalf of Thomas M. Ewing in a certain mat-
ter in controversy wherein Joseph N. Kaps
is Plaintiff & Thomas M. Ewing Defendant
and this they shall in no wise omit, and
have you then there this writ

Witness John Cassil, Clerk of said
Court this 14th April A.D. 1846
John Cassil Clerk

Filed April 15. 1864
John Cassin M

Joseph N. Ropf }
vs. } In case
Thomas W. Caring }

Dr. Ollie O+ }
Com plan }

Spun Supprena for Curtis Clark
One of Left's witnesses
Ottawa, Cany
Ally for Left

Ross vs. } du
Ewing } Cate }

Præcipe for
Subpoena.

Filed Oct. 26th 1845
Johns Coffey, Clerk

Joseph N. Rog

vs

Thomas M. Ewing

In Union Cm. Pleas:
In Case:

Issue a subpoena for Peter Smith
a witness for Defendant in this
Case.

Osway Curry
Atty for Deft.

To John Capil Esq.
Clerk of the Court of
Common Pleas of
Union County, Ohio

Under Court Pleas

vs. M. Ross

The M. Ross —

service — — 25

mileage — — 5
30

Wm. W. Robinson

Sheriff

Filed April 15th 1846

Witness this writ by reading to the within
named witnesses

Wm. W. Robinson

Sheriff

State of Ohio Union County ss.

To the Sheriff of said County Greeting
We Command you to summon David Chapman ^{J. L. R. Byler} to be
and appear before the Judges of our Court of Common
Pleas of Union County, at the Court House in Marysville
Northwith to Testify and the Truth to speak on behalf
of Thomas M. Ewing in a certain matter pending where
in Joseph N. Ross is Plaintiff and Thomas M. Ewing
is Defendant, and of this he shall in no wise omit
under the penalty of the Law, and have you the
these this writ,

Witness John Cassil Clerk of said
Court at the Court House aforesaid
this 13. Day of April A. D. 1846.
John Cassil Clerk

Union Common Pleas
Thomas M. Cwing
Adv.
Joseph N. Pop.

Plea.

Filed March 30. 1846
John Casselck

~~THE COMMON PLEAS~~

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]

Thomas M. Ewing
ads.
Joseph N. Rofs.

In Case.

And the said Thomas M. Ewing comes and defends, &c. and says that he is not guilty of the said supposed grievances laid to his charge, in manner and form as the said Joseph N. Rofs hath complained against him, and of this he puts himself upon the Country,

By Otway Curry, his atty.

The plaintiff will also take notice that the Defendant, on the trial of this cause, will give in evidence and insist that ~~the delay of which~~ ^{the} delay of which said plaintiff complains in his said declaration took place in consequence of sickness in the Defendant's family, in which delay the plaintiff acquiesced, before the Defendant received said note for collection:

And the Defendant at the same time will further give in evidence and insist that the delay in issuing process in said case, of which said plaintiff in said declaration has complained, took place in consequence of the neglect and refusal of said plaintiff to give security for the costs of suit or to make a deposit of money for that purpose:

And the Defendant at the same time will further give in evidence and insist that the said Isaac Smith the maker of said note ^{or due bill} had not, at the time or at any of the times mentioned in said declaration, any property out of which the claim of the plaintiff against said Smith could or would have been made, if judgment had been rendered and execution issued.

And the Defendant at the same time will further give in evidence and insist that the issuing of process against said Smith on said note or due bill, was delayed, as complained of in said declaration for the purpose of enabling said plaintiff to prepare himself to rebut the defence, by way of offset, which said Smith claimed to make against said note or due bill.

Thomas M. Cwius &
ads.
Joseph N. Rof

Plea.

Sharp, M. Swan } And he is a partner here in
the Bank, first had and afterwards for his partner
deposited the money, and nothing

Thomas M. Ewing }
at }
Joseph N. Rop }

And the said Thomas
M. Ewing. came & argued &c. (and for a further
plea with the leave of the Court first held and
obtained for that purpose, & the declaration aforesaid
says that the said Joseph N. Rop ought not to have
his aforesaid action brought against him because
he says that the Cause of action in the said decla-
ration mentioned, did not at any time but in our
year, last before the Commencement, of this said
said action accrue to the said Joseph N. Rop
and that he is ready to satisfy: wherefore he prays
judgment, if the said Joseph N. Rop his action
aforesaid him ought to have and maintain
By Otway Curran
his Atty.

Union Cannon Pleas

April ~~3rd~~ 1846

Joseph M Rap

^{res}
Thos M Ewing

} In case

Rec'd April 14th 1846

of Joseph M Rap \$1.50 for two days
attendance as a witness in above
case

Robert. Kile

Rec'd April 11th 1846 - of Joseph M
Rap \$1.75 for one day as a wit-
ness in the above case

A. J. Nathan

Union Common Pleas

J. N. Ross

vs

F. M. Ewing

Issued Jan 26 1846

Union County Courthouse, Dec

Open Term 1846

Joseph M. Poff

vs

In case

G. M. Ecamp Justice of the Peace with
ipm subpoena

for David H. Beckwith, Saml. McCulloch
Amos M. New, Robert Poff, Saml. Nathan
Poff witnesses in this case

J. B. Crawford
Atty Gen. Poff

Alu



106

Remon Com Pleas May term 1848

Joseph Dr Ross
vs

In case

Thos Dr Evening Lecture

Damage 75.00

The Clerk will issue
a summons in this case returnable forthwith
in due suit brought to recover damages sustained
by Dr for non-appearance of Professor & non-attendance
in office by said Lecture in refusing & neglecting
to procure to collect a certain note of hand
left with Justice for collection &c

Note left February 14 - 1843 with order to
procure forthwith to collect it by copies
available to him by affidavit, summons not
issued till August 44 Money lost by
neglect of said Justice

Received of J. M. Smith a note for
collection against Isaac Smith calling for
\$14.25 cents, dated June 1842. due at date.

Upon which is credited \$1.75.

Thomas M. Ewing, Jr.

131

65

196

Civil/Domestic Case File
Case No. 1845-CV-0013

No. 45-CV-13

Union Common Pleas Court.

Marshall Clark

Plaintiff,

AGAINST

Robert Gibson

Defendant.

1845 OCT TERM

OCT TERM 1845

Settled

No Record

Journal

3

Page

346

Record No.

Page

Ex. Doc.

Page

Marshall Clark
W³ Transcript
Robert Gibson

Filed May 28th 1949
John Caspell, Clerk

Cost bill entered

No. record to be made

723	87
112	557
557	644
041	115
34	54
24	697

State of Ohio Union County
 Marshall Clark } Suit Brought for Damages
 " } for six head of hogs
 Robert Gibson

Summons	12 $\frac{1}{2}$	Oct 29 th 1844 Summons issued
Satisfactions	10	Returnable on the 4 th day of
Subpoena	24 $\frac{1}{2}$	November 1844 at 10 o'clock
do Deff	16 $\frac{1}{2}$	A.M. which was Returned by
swearing wit	20	A. Marks Const endorsed
Jury	25 ⁰⁰	some Reading fee 10 ⁰⁰
Baile	25 ⁰⁰	Nov 4 th 1844 the parties appeared
Transcript	31 $\frac{1}{4}$	The Deff asked a continuance
	<u>1,69$\frac{3}{4}$</u>	an good cause shown the
		cause was continued until
		the 16 th day of Nov 1844 at 10
		o'clock A.M.

Nov 11th 1844 by order of Deff subpoena issued
 for Joseph Triplet & John Willmetts which
 was Returned by A. Marks Const endorsed
 some by Reading to witnesses fee 25⁰⁰
 Nov 13th 1844 by order of Deff subpoena issued
 for Ransom Clark Ransom Clark & John
 Gibson & William Gibson Returnable the 16th
 at 10 o'clock A.M. which was Returned by W.
 Wells Const endorsed some by Reading to each one
 fee 45⁰⁰

Nov 16th 1844. Parties appeared. Trial had
 Ransom Clark Ransom Clark & William
 Gibson sworn and Examined on the part of
 the Plaintiff. Joseph Triplet & John
 Gibson was sworn and examined on the
 part of the Deff. after hearing the evidence
 it was considered by me that the Plaintiff
 had no cause of action and that the

Defendant Recover of the Plaintiff a
Judgment for the sum of four Dollars Sixty
Three cents ~~and~~ costs of this suit and costs that
may accrue

W^m Gibson demanded his fee before sworn
which was paid by the deff the Plaintiff
gave notice of an appeal

In the above action we Ransom Clark
& Orlin A. Perkins do acknowledge our
selves Bail for the said Marshall Clark
the Appellant in the sum of fifty dollars
to be Levied on our goods and Chattels lands
and tenements if in case the said Marshall
Clark fail to pay the Judgment and costs
and costs that may accrue in the court of
Common pleas

R. Clark

Orlin A. Perkins

Taken signed and acknowledged
26th 1844

James Sumner J^d

I Certify the above to be a True copy from
my Dockett May 28th 1845

James Sumner J^d

Fee bill	
Justice J Sumner	\$ 1.69 ³ / ₄
Sam ^l A. Marks	40
do. W. Wells	45
W ^m Trupee W. Gibson	50
Joseph Inplet	50
Ransom Clark	50
Ransom Clark Jr	50
Levin Gibson	25
John Willmott	50

Wm. C. Pleas

M. Clark

Robt. Gibson

Settlement

Filed Sept 27. 1841

John Cassil CLK

Marshal Black

Robert Gibson

In Grover. Union Court Pleas.

This case is settled by Agreement
of Parties each party is to pay their

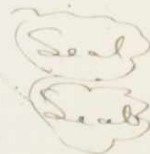
Own Witness, fees & the remainder of the Cost, to be
paid equally by the parties. Witness our hands and
Seals this 27. day of Sept. A: 1845

Attest

Mr. M. Steele

his
Robert Gibson

made
M. Black



Marshal Clark
vs
Robert Gibson } ~~The Damages~~ 15.00

Damages sustained by
Plff by reason of Defts taking and
appropriating to his own use Six of
Plffs Hogs (found four barrows and two
sows)
And ^{also Defts} for taking and ^{wrongfully} retaining Six of
of Plffs Hogs and refusing to deliver
them to Plff on demand
also for the price and value of Six
Hogs taken & appropriated by Deft
wrongfully. The same being the property
of Plff

Civil/Domestic Case File
Case No. 1845-CV-0014

No. 45-CV-14

Union Common Pleas Court.

David Park

Plaintiff,

AGAINST

A Burnham & Co

Defendant.

APR TERM, 1846

Judgment VS Plaintiff

Journal 3 Page 385-

Record No. No Record Page

Ex. Doc. Page

Union (in a Plea)

David Park

David Burdham &

James Riddle, late

Partners under name &
style of D. Burdham & Co.

Pr. in Assumpsit

Filed May 28. 1845

John Cassel CLK

Cost bill made

No. Record to be made

David Park

Union Common Pleas

David Burdham &
James Riddle, late partners
under the name & style of
D. Burdham & Co.

In Assumpsit.

Damages \$200.00

In this case the Clerk
will issue summons returnable forthwith, endorse "Suit
brought by plff. to recover of defts. \$200.00 for the
price & value of goods bought & sold, & sold & delivered
by plff. to defts. at their request, and in \$200.00 for
money lent & paid, & for money had & received by defts.
for use of plff. and on all the Common Counts &c."

John N. Young,

Att. for Plff.

May 28, 1845.

union common Seal

David Park

vs

D. Burnham & Co.

Service -	\$0 62
Milege -	60
	<hr/>
	\$1,22

Filed Oct 28. 1845

John Cassie Clerk

Served by reading to Leicester Wells the

Warrant Children Joseph Pillsbury

Andrew Keys and Wm Douglas -

Wm M Robinson

Sherriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Leicester Webster, Norman
Chipman, William Douglass & Joseph Galloway
& Andrew Keys*

to appear before our court of common pleas of said county, at the court house, in the
town of Marysville, on the first day of next term, 10 o'clock A, M, to testify and the truth
to speak on behalf of *D. Burnham & Co.* in a certain

matter in controversy in our said court depending: wherein

David Park

is

D. Burnham & Co.

plaintiff, and
defendant,

And this ^{thy} shall in no wise omit under the penalty of the law; and have then there this
writ, Witness John Cassil, clerk of said court at the court
house aforesaid, this *24th* day of *Oct.* A, D, 184*5*

John Cassil Clerk,

Union Com^r Plea

David Park

D. Bunker et al

Andrew Keyse

Elias Topliff

Service - ~~10.00~~ 10.00

Mileage - 25

10.25

Served by reading to the within
Planned with the set
Elias Topliff demanded his fee not paid
J. M. Robinson
Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

Andrew Reyes to bring
with him his Docket as Justice of the Peace on which
is the record of Judgement of *D. Bunker* & Co against
Jacob Seaman - and *Elias Topliff Asahel Woodworth*

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, ~~on the first day of next Term, at 10 o'clock, A. M.~~ ^{For this with} to testify and the truth to speak on behalf of

David Parke in a certain matter in controversy in our said Court de-
pending: whercin *David Parke* is plaintiff, and

David Bunker & others is defendant.
And this they shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,

this 28 day of Oct A. D. 1845

John Cassil CLERK.

Union Court Pleas
Grand Park
- Sum

Burman & Riddle

Served May 28th 1945 - by delivering
a copy of the within writ personally

Sum - \$0.75

Mileage - - 5

Copies - - 25

\$1.05

Wm M Robinson

Sheriff

Filed May 29th 1945
John Cassel, Clerk

Writ not by self to recover of debt \$200.00 for the
price and value of goods bargained & sold and
delivered by Plaintiff to debtors at their request and
in 200¢ for money lent & paid and for money had
and rec^d by debtors for use of self and on acc^t of
Common Council to John H Young atty for
self,

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon David Burnham
and James Riddle, late partners under
name and style of D. Burnham & Co

Forthwith to appear
~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas, in and for the
County aforesaid, at the Court-House in said County to answer unto *David Park*

in a plea of *Assumpsit* Damages *Two hundred* Dollars
And have you then there this writ.

John Cassil
WITNESS, ~~JAMES H. GILL~~, Clerk

of said Court, at the Court-House aforesaid, this

28th day of *May* A. D. 1845

John Cassil CLERK.

From Garrison Blew

David Bark

E. Barnhans & Co

Dells. W. Truesdell

Service - - 75

Shilleg - - 50

\$1,25

Wm W. Robinson

Sheriff

Filed April, 15. 1846
John Cassil Clerk

Dever April 8th 1846 - by reading
to the within named witnesses -

John W. Robinson

Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon *Leister Webster, Norman Chipman*
Joseph Galloway, Crook Burrows, Ralph Cherry
& A. Keys,

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, on the first day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of

David Burnham & Co in a certain matter in controversy in our said Court de-
pending: wherein *David Parks* is plaintiff, and

David Burnham & Co defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,

this *8th* day of *April* A. D. 184 *6*

John Cassil CLERK.

David Sark
vs

D. Burman & Co.

Declarator

Filed July 8th 1830
John Capel,
Clerk

Court of Common Pleas of Union County:

Of the Term of May, in the year of our Lord 1845.

The State of Ohio, Union County, ss.

David Park, complains of David Burnham and James Riddle, late partners under the name and style of D. Burnham & Co. in a plea of assumpsit, for that, whereas, the defendants on the sixth day of January, in the year of our Lord one thousand eight hundred and forty two, at Union County, were indebted to the the plaintiff in the sum of two hundred dollars, for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request:

And in two hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendants, at their request:

And in two hundred dollars, for work then and there done, and materials for the same provided, by the plaintiff for the defendants, at their request:

And in two hundred dollars, for money then and there lent by the plaintiff to the defendants, at their request:

And in two hundred dollars, for money then and there paid by the plaintiff, for the use of the defendants, at their request:

And in two hundred dollars, for money then and there received by the defendants, for the use of the plaintiff:

And in two hundred dollars, for money found to be due from the defendants to the plaintiff, on an account then and there stated between them.

And the defendants, afterwards, on the day and year aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the said several moneys on request; yet the defendants have disregarded their promises, and have not, nor hath either of them paid any of the said moneys, or any part thereof: To the damage of the plaintiff of two hundred dollars; and therefore he brings his suit, &c.

John H. Young,
Atty. for Plff.

Filed Oct 28. 1845
J. H. Cant. M.

David Parker

Union Com. Pleas

David Burnham witness

Issue Subpoena for
Andrew Keyes, to bring with him his docket as
a justice of the Peace on which is the record
of judgment of D. Burnham vs. Sgt. Jacob
Leaman, and also subpoena Elias Topliff, to testify
in this case forthwith, on penalty of \$100.

John N. Appling

Oct. 28, 1845.

atty. for Pqr.

Filed April 8th 1846
John Casoil, Clerk

David Parks

vs

D Burdham & Co

Galloway as witnesses on behalf of Defts

Wm C Lawrence

att, for Defts

Enoch Burdiss Ralph Cherry
Andrew Keyes Sester Webster
Norman Chipman Joseph

Mon Corn Plea,
D Burhan
Co S Plea
David Park

Filed Oct. 29th 1845
John Galsie, Clerk

David Burnham and
James Riddle partners
vs
David Park

Motion Com Pleas
May term 1845

And the said Defts
come and depose to
and say that they did

not assume and promise in manner and form
as the said Plaintiff hath declared against him
and of this he puts himself upon the Country and
the said Plaintiff doth the like

By Wm Lawrence

Att'y

The Plaintiff will further take notice that
the Defts will insist and prove upon the trial
of this case that they paid P. L. in full for any
goods purchased of him as alleged by the plain-
tiff by the delivery of certain notes and judg-
ments to the satisfaction of the plaintiff in
exchange and Bar to therefor

By Wm Lawrence

Att'y

Civil/Domestic Case File

Case No. 1845-CV-0015

No. 45-CV-15

Union Common Pleas Court.

Michael Selevant
Plaintiff,

AGAINST

Elias Johnson et al
Defendant.

AUG TERM, 1845

JUDGMENT VS DEFENDANT

\$103⁰⁰

Recorded &
Indexed,

Journal 3

Page 379

Record No. 4

Page 429

Ex. Doc. 1

Page 345

Minor Con Pleas

Michael Sutherland
vs J Principe
Elias Johnson
vs Samuel Kirtle

Filed May 28th 1795
John Caspale, clerk

Michael Sullivan

vs

Elias Johnson &
Samuel Kirk

Union Com Pleas

May Term 1845

Deb't 100. \$. Damages 50. \$

Issue a summons re-
turnable forthwith and

endorse suit Prot on Defendants Joint
and several promisory note under seal given
by Defendants to Mr Lovell and payable to
him or order and by him endorsed to the Plaintiff
dated on the 23^d day of April 1844 ~~and payable~~ and
~~for one~~ and due ten months from date ~~for~~
one hundred dollars. Also for goods sold and
delivered &c by Wm C Lawrence his atty

Recd of Elias Johnson Twenty dollars at interest
to be indorsed as payment on a settlement or
the Judgment of M Sullivant

W

Attest J. J. Kerk

May 23 1845

J. M. Lawrence

Union Court Pleas

Michael Sullivan

vs Sumner

Elias Johnson &

Saml. G. Kirk

Served May 30th 1845 by delivering a
copy of the within writ to left -

Service -- \$0-075

Mileage -- 75

Copy -- 10

\$1.60

Jas M Robinson

Sheriff

Filed May 30th 1845

John Caspi, Clerk

Recorded

Print left on sheets. Joint and several promissory
Note under seal given by defendant to Mr. Sewell
and payable to him or order and by him endorsed
to the Sheriff, dated on the 23^d day of April 1844
and due ten months from date for one hundred
dollars, also for goods sold and delivered to
Payable Sumner vs City

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

J. Kirk

Elias Johnson and Saml.

Forthwith

to appear

~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto *Michael Sullivan*

in a plea of *debt \$100.00*

damages *\$50.00*

dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *28* day of *May* A. D. 1845

John Cassil CLERK.

Wm Co Pleas

Michael Sullivant

vs } La

Elias Johnson &

J. J. Kirk

Filed July 7th 1835
John Coffey, Clerk

Cost bill made

Recorded

The State of Ohio } May term of the Union Court, Pleas
Union County ss } 1845-

Michael Sullivan complains
of Elias Johnson & Samuel J.

Birk in a plea of debt for that whereas the said Defen-
dants on the 23^d day of April 1844 at the County of Union
made this certain writing obligatory of that date sealed
with this seal (and now to the Court here shown and then
and there delivered the same to one William Loveless &
therty bound themselves to pay to the said William Loveless
or order the sum of one hundred dollars in ten months
after date which period has now elapsed and the said
William Loveless then and there endorsed the same to
the said Michael Sullivan whereof the said Defendants
then and there had notice and then and there in con-
sideration of the premises promised to pay the amount
of the said writing obligatory to the said Michael
Sullivan according to the tenor and effect thereof
of Yet the said Defendants have ~~done~~
~~has~~ not paid the said sum of money nor any part
thereof to the damage of the Plaintiff fifty dollars
and thereupon he sues by Mr O Lawrence
his atty

Received this writ Sept 19th 1845 - Sept 24th for want
of Goods and Chattels, the defendant turned out 12 acres of
land ^{part of 5 acres} ~~described as follows~~ ^{to wit} ~~part of~~ ^{part of} Survey No 6
34698. 3470, on the waters of Bakes Creek Beginning at 2 Beeches
S. E. corner of D. N. 15 tract of 100 acres, Thence S 7° N. 52 1/2 miles to the center
of Bakes creek, Thence up said Creek with the number S 57° N. 27 poles,
Thence N. 64° N. 12 poles, Thence N 25° N. 16 poles, Thence N 56° N. 28 poles
Thence S. 68° N. 28 poles, Thence N 32° N. 34 poles, Thence N 8° E
29 1/2 poles to Larries & mine, Thence with said line and Defots line
N. E. S. 83° E. 112 poles to the beginning, Containing 87 acres - said
12 acres taken out of the N. E. corner of the above described
Lot - said Lot of 12 acres appraised by the sale of Saml Kirtland
George Davis & Abraham Washington at Twelve Dollars per
acre - advertised the above described real Estate in the
town to the other side

Ex. Doc. No 2 page 152

Michael Sullivan
vs
Elias Johnson &
Samuel Kirk

Debt	\$ 79.70
Damages	3.10
Cost	4 53 1/2
Writ	51

Service - - -	\$0.35
Mileage - - -	75
Inquest - - -	1.00
Copy of apmt -	15
Advertising -	25
	\$ 2.50
Printers fee	4.50

appraisors fee -	\$1.50
	\$ 8.50

Filed Oct 28 1845
Job Canal etc

advertised interest

Englet a paper published in the County of Union, for sale
on the 27th day of Oct 1845 between the hours of 11 o'clock
A. M. & 4 o'clock P. M. - Oct 27th ~~at~~ 1845 having previously ad-
verted the above real Estate as the Sam direct, I appeared there said
real Estate for sale at the done of the Court Thru by public
but cry and was sold for want of bidders
J. M. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on the 19th day of August A. D. 1845 Michael Sullivant

recovered against Elias Johnson & Samuel Kirk

as well the sum of seventy nine dollars
and seventy cents, for his damages, as the sum of \$ 4,58¹/₂
for his cost and charges in that behalf expended, as of record is manifest. You are therefore

commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said

Elias Johnson & Samuel Kirk

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of August A. D. 1845 until paid. Also the sum of \$ the costs of increase

on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Michael Sullivant

Hereof fail not, at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House aforesaid, this 19th day of September A. D. 1845

Attest John Cassil CLERK.

Ex Docket. N. 2 page 178

Michael Sullivan
vs

Elias Johnson & Saml Kirk

Debit	7970
Damages	300
Costs	453 1/2
Interest	891
Writ	41

Mileage --- \$40.00

Advertising --- 25

Service --- 35

\$0,64

Printer fee 450

John Robinson

Sheriff

Filed April 15th 1846
John Caspi, Clerk

advertis

Received this writ March 6th 1846. I advertised the within described real estate in the Eagle at the top of the Court House in the town of Marysville Union County Ohio between the hours of 10 o'clock A.M. & 4 o'clock P.M. in the Evening in general circulation & in a paper published in said County for more than 30 days previous to said 19th day of April 1846 —

April 13th 1846 - offered the within described real estate for sale but sold for want of Bidders —

John Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those *lands & tenements of*
Elias Johnson & Samuel Kirk

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy *Michael Sullivant* the sum of *seventy nine* dollars and *seventy* cents, for *his debt & three dollars* damages, together with \$ *4,53 1/4* for *his* costs, with interest thereon from the *19th* day of *August* A. D. 1845 until paid, which late in our said Court the said *Sullivant* recovered against the said *Johnson & Kirk*

as of record is manifest. Also, \$ *8,91* increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said *plaintiff*

Hereof fail not at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court
House in Marysville, this *6th* day of *March* A. D. 1846 .

John Cassil

CLERK.

Michael Sulzant
by
Olias Johnson & Minnie
J. Witt

Debt	\$ 79.70
Dam-	3.00
Cost	4.50 ¹ / ₂
Inc	13.47
Writ	.41

Filed Oct 6 1847
John Cassie clk

Redmond

August 26, 1847 received this writ. In obedience to the within command I duly advertised the within described real estate for sale by publication in the Argus A Newspaper published and in general circulation in Union County, Ohio. for more than thirty days previous to the day of sale. I afterwards to wit on the 4th day of October 1847 between the legal hours of ten o'clock A.M. & four o'clock P.M. proceeded

to offer said real estate for sale at the door of the Court House of said County. not sold for want of bidders.

Fees - Advertising 25⁻
Service 35⁻

Mileage 5⁻
Do fee \$3.00 Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale these lands and tenements of *Elias Johnson & Samuel J. Wick* to wit, 12 acres of land described as follows to wit part of Runny N 34 69, x 34 70, on the waters of *Bolles Creek* beginning at 2 Beches N 6, corner of *D. Potts* tract of 100 acres thence S 72° W 52 1/2 poles to the centre of *Bolles Creek* thence up said Creek with the meanders S 57° W 27 poles thence N 64° W 12 poles thence N 25° W 16 poles thence N 56° W 28 poles thence S 83° W 28 poles thence N 32° W 34 poles thence N 8° E 29 1/2 poles to *Davis* line thence with said line and *Deport* tract S 83° E 112 poles to the beginning containing 37 acres. Said 12 acres taken out of the N.W. corner of *the* above described lot -

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy

Michael Sullivan

the sum of

Seventy nine dollars and *seventy* cents,
for his *Debt* & the sum of *three* dollars his *Damages*
for his *damages*, together with \$ 4,50 = for his costs, with interest thereon from the

19th day of *August* A. D. 1845 until paid; which late in our said Court the said

Michael Sullivan recovered against the said *Elias Johnson & Samuel J. Wick*

as of record is manifest. Also \$ 13,47 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in *Marysville*, on the first day of their next term, to render unto said

Michael Sullivan

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in *Marysville*, this *26th* day of *August*

A. D. 1847.

John Cassil

CLERK.

Lida Aug 26th 1867
John Cassid clerk

Michael Sullivan
B
Gleason Johnson
Samuel J. Kent

Give an affidavit in this case

Aug. 26 1847

P. B. Blew

Atty. for Plaintiff

Civil/Domestic Case File

Case No. 1845-CV-0016

No. 45-CV-16

Union Common Pleas Court.

Payne Rice

Plaintiff,

AGAINST

David Turner

Defendant.

AUG TERM, 1845

JUDGMENT VS DEFENDANT

#13929

Recorded &
Indexed,

Journal

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Record No.

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Wm. Com. Pleas

Payne Rice
W. S. Preiche
David Turner

Filed May 28-1845

Payne Rice } Union Com Pleas May Term 1845
vs }
David Turner } In Assumpsit
Damages 400 \$

Issue Summons Returnable ~~next~~

forthwith
to endorse suit book on defendants note of hand
given to Plaintiff on the 2nd day of October 1843 and
payable on the first day of April next. Thereafter
for three hundred dollars also for good sold and
delivered &c By Wm Ed Lawrence atty for plff

Union Court Plea
Payne Rice

David Turner

Quit bid on debt note of hand given to
Plaintiff on the 2nd day of October 1843.
and payable on the first day of April
next thereafter for three hundred dollars
also for goods sold and delivered &c

Pay for Mr. Do Lawrence atty

30th 1844 - by delivering a copy

Service - - \$0.35

Mileage - 65

Copy - - $\frac{10}{1.20}$

Done M Robinson

Sheriff -

Dated May 30th 1845

John Caffie, Clerk

Served May
to Sept - -

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

David Turner

Forthwith

to appear

~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto *Sayne Rice*

in a plea of

Abandonment

damages *\$400.00*

dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *28* day of *May* A. D. 18*15*

John Cassil: CLERK.

Union Con. Pleas

Payne Rice
vs
David Yarn

Filed July 7th 1845
John Capel, clerk

Cost bill made

Recorded

State of Ohio) Union Com Pleas May term 1845
Union County ss)

Payne Rice complains of David
Yarnum in a plea of assumpsit for that whereas the said defen-
dant on the 2^d day of October 1843 at the County of Union
aforesaid made his promisory note in writing and deliv-
ered the same to the plaintiff and thereby promised to pay
the plaintiff or order three hundred dollars in current
money of Ohio on the first day of April next (meaning
the next after the date thereof which period has now
elapsed and the said defendant then and there in
consideration of the premises promised to pay the amount
of the said note to the said plaintiff according to the tenor
and effect thereof. Yet the said David Yarnum has dis-
regarded his promise and has not paid the said sum
of money nor any part thereof to the damage of the
plaintiff for hundred dollars and thereupon
he sues v.c. By Wm C Lawrence his atty

Payee Rice
vs
David Turner

Damages \$139.29
Costs 4.00 1/2
Writ 41

Service - \$0.35
Mileage - 55
\$0.90

Filed Oct 8th 1845
John C. Case, Clerk

entered

Received this writ Sept 19th at \$1845
Sept 23rd at \$1845 - no matter by James Johnson
to Levy - Done R Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on
the 19th day of August A. D. 1845 Payne Rice

recovered against David Turner

as well the sum of one Hundred & thirty nine dollars
and twenty nine cents, for his damages, as the sum of \$ 4,00^{1/2}
for his cost and charges in that behalf expended, as of record is manifest. You are therefore

commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said
David Turner

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of
August A. D. 1845 until paid. Also the sum of \$ _____ the costs of increase
on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court
House aforesaid, on the first day of our next term, to render unto the said Payne Rice

Hereof fail not, at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House

aforesaid, this

19th

day of

Sept.

A. D. 1845

Attest

John Cassil

CLERK.

Civil/Domestic Case File

Case No. 1845-CV-0017

No. 45-CV-17

Union Common Pleas Court.

Ralph Cherry

Plaintiff,

AGAINST

Wilson Reed et al

Defendant.

AUG TERM, 1845

JUDGMENT VS DEFENDANT

\$407 30

Journal 3

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Ex. Doc.

Page

Union Court Pleas

R. Lehighy Advt

Wilson Reed et al

30th 1845 - by delinency
within writ to Dept -

Service - \$0 55

Mileage - - 40

Copies - - $\frac{40}{5}$

\$1,35

J^m M Robinson

Sheriff

Filed May 30th 1845

John Capel, Clerk

Served May
a copy of the

McSwain & Co atty

Debt had on debt writ and several notes
of hand given by debt to Plaintiff on the
17th day of April 1843. for three hundred and
fifty seven dollars and fifty cents and due
on the 16 day of January 1845. also for the
goods sold and delivered money had for the

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

Wilson Reed and Samuel
K. Reed

Forthwith

to appear

~~on the first day of our next term~~, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto

Adm^t of David B. Carter

Ralph Cherry

in a plea of Assumpsit damages \$500.00 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this 28 day of May A. D. 1845

John Cassil
CLERK.

Morton Con Pleas

Ralph Cherry
vs J. Mar
Wilson Reed et als

Filed July 7th 1835
John Capel Clerk

Cost bill made

Recorded

State of Ohio } Union Pleas
Union Courts } May term 1845

Ralph Chery Administrator
of Samuel B. Coover's ~~Co~~ Coplains of Wilson
Reed Samuel K Reed and Thomas Sudds in a
plea of assumpsit for that whereas the said defen-
dants on the 12th day of April 1843 at the Court aforesaid
made this certain promisory note in writing and
delivered the same to the plaintiff and thereby prom-
ised to pay the said Ralph Chery Administrator as
aforesaid the sum of three hundred dollars and fifty ~~seven~~
dollars and fifty cents on or before the 16th day
of February 1845 ^{with interest from date} which period has now elapsed
and the said defendants the and there in consider-
ation of the premises promised to pay the amount of
the said note to the said plaintiff according to the ten-
or and effect thereof ~~and~~ yet the said defendants
have disregarded their promise and have not paid
the said sum of money nor any part thereof to the
damage of the plaintiff as such Administrator
five hundred dollars and thereupon he sues the
By Wm O Lawrence his atty

Exp Oackett Page 428

Ralph Cherry Belmont DC

(w)

Wilson Reed & H. Reed

Dam	\$407.30
Costs	4.29 ²
Inc	10.49
writ	141

Filed Oct. 14th 1847
 John Caspell Clerk

in April 1 st 1846	\$69.69
Aug 7. "	163.42
Oct 8.	40.00
May 12 ^o 1847	25.00
April 19 ^o 1847	\$5.00
July 4 "	5.00

Recorded

Received the writ August 25th 1847.
 Made on the Execution fifty dollars in cash,
 and 4 receipts for eight dollars each three
 25th 1847 and signed by the Sheriff, October 5th
 1847

fees = mileage 25
 service 35
 Peruage 150

Philip Shivers Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of August A.D., 1845-

Ralph Cherry administrator &c
recovered against Wilson Reed & Samuel H Reed

as well as the sum of four hundred & seven dollars and
thirty cents for his debt, as the sum of
dollars and ~~cents for~~ damages as also the sum of
\$4.29⁰⁰ for his cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Wilson Reed & Samuel H Reed

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the nineteenth day of August A.D., 1845-, until paid; also the sum of \$ 10.49 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Ralph Cherry.

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this twenty fifth day of August A.D., 1847.

John Cassil Clerk.

R Cherry Receipt

[Faint, illegible handwritten text, likely a receipt or ledger entry, possibly including names and numbers.]

April 24th 1847

Received of Wilson Reed Eight Dollars to apply
on a Judgement obtained against W Reed
in favor of S B Camers Estate in the
Court of Common Pleas of Union Co. Ohio.

Ralph Cherry

Ex. Docket Page 428

Ralph Cherry Admro

vs

Wilson Reed & S. K. Reed

Dam.	\$ 407,30
Costs	4 29 1/2
increase	3 32
Writ	41

Apr. 1 st 1846	\$ 69 69
August 7	163 42
Oct. 8 th	40 00
Mar. 12 th 1847	25 00

Fees - mileage	25
Service	35
Poundage	1.50

Philip Snider Sheriff

Filed Aug 4 1847
John Cassid. CLK

Recorded

Received this writ June 9th 1847. Aug 4.
 1847 Received of Wilson Reed fifty dollars
 in cash and a receipt from Defendant signed
 by Ralph Cherry for twenty five dollars
 dated April 19. 1847 to Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of August A.D., 1845.

Ralph Cherry, Adm^r &c
recovered against Wilson Reed & Samuel K. Reed

as well as the sum of four Hundred & seven dollars and
thirty cents for his ~~debt, as the sum of~~
dollars and cents for damages as also the sum of

\$ 4,291-

for his cost and charges in that behalf
as we have heretofore commanded you
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want
thereof, of the lands and tenements of the said Wilson Reed & Samuel K. Reed

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the nineteenth
day of August A.D., 1845, until paid; also the sum of \$ 252 the
costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court
House aforesaid, on the first day of our next Term, to render unto the said Ralph Cherry

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House
aforesaid, this nineteenth day of June
A.D., 1847.

John Cassil Clerk.

R. C. Cherry Receipt
\$ 25.00

Received of Wilson Reed Twenty five Dollars To apply
on a Judgement obtained against said Reed in the
Court of common Pleas in Union County Ohio in
favor of S B Comers & State Milford April 19th 1847
Ralph Cherry Adm^r
of the Estate of S B Comers

R. Cherry Receipt

March 12th 1847

Received of Wilson Reed twenty five Dollars to
apply on a Judgment obtained against
him in Union County Court of Common
pleas in favor of S B Comer Deceased.

Ralph Cherry Adm^r

R. Cherry Receipt
A. B. Camer Estate
~~\$ 40.00~~

Received of Wilson Reed forty Dollars to apply on
a Judgment obtained against Him in Union
County Court of Common Pleas in favor of the
Estate of S. B. Cameron Deceased

Oct 8th 1846

Ralph Cherry) Adm.

Ex. Docket page 428

Ralph Cherry, Adm
or

Wilson Reed & S. K. Reed

Damages	\$ 407,30
Costs	4,29
Interest	101
Writ	41

On - April 1st 1846 \$69,69
 - August 7th " \$163,42

Filed May 5, 1847
 John Lupton Clerk

Recorded

The defendant produced the following receipts, to wit, received of Wilson Reed forty dollars to apply on a judgment obtained against him in Union County Court of Common Pleas in favor of the Estate of S. B. Lomer Deceased
 October 8th 1846 signed Ralph Cherry Adm.

March 12th 1847 received of Wilson Reed twenty five dollars to apply on a judgment obtained against him in Union County Court of Common Pleas in favor of S. B. Lomer Deceased signed Ralph Cherry Adm.
 By order of Plaintiff's executor returned without levy

Fees mileage 25
 Service 35
 Pounage 1.30 Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of August A.D., 1845.

Ralph Cherry, Administrator of &c.
recovered against Wilson Reed & Samuel K. Reed

as well as the sum of four hundred & seven dollars and
thirty cents for his debt, as the sum of
~~dollars and~~ ~~cents, for~~ damages as also the sum of

\$ 4,29¹/₂ for his cost and charges in that behalf
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want
thereof, of the lands and tenements of the said Wilson Reed & Samuel K. Reed

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 19th
day of August A.D., 1845, until paid; also the sum of \$ 1,01 the
costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court
House aforesaid, on the first day of our next Term, to render unto the said Ralph Cherry.

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House

aforesaid, this 22^d day of December

A.D., 1846,

John Cassil Clerk.

Ex. Docket page 428

R. Cherry Adm^r &c
vs

Wilson Reed et al

Darriages	\$407 30
Costs	4 29
Writ	41

Service	--- 80 35
Mileage	--- 25
Poundage	--- \$46 6
<hr/>	
Geo W Robinson	\$526
Sheriff	

Filed October 14. 1846
John Capil bleck

Recorded

Returned by order of the plaintiffs without
Sery - - - - - Geo W Robinson Sheriff

Left Plaintiff procured receipt from plaintiff dated April 15th 1846
for Sixty nine Dollars & Sixty three Cents to be applied in this
Case, also a receipt dated August 7th 1846 for Sixty
three Dollars and Forty two Cents to be applied in this
Case. signed by Ralph Cherry & Adams & hereunto filed
Geo W Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 19th day of August A. D. 1845.

Ralph Cherry Adm^r of S. B. Courer's estate recovered against Wilson Reed & Samuel K. Reed

as well as the sum of four hundred & seven dollars and thirty cents for ~~debt, as the sum of~~

~~dollars and~~ ~~cents for~~ damages as also the sum of

\$ 4, 29^{1/2} for his cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said Wilson Reed & Samuel K. Reed

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 19th

day of August A. D. 1845, until paid: also the sum of

\$ the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said Plaintiff

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the

court-house aforesaid, this 17th day

of August A. D. 1846.

John Cassil Clerk

Ex Dock Paid 4 75

Ralph Cherry Administrator 70
as

Wilson Reed & M Reed

Dana age	\$407.30
Casts	4.29 1/2
Inc	12.50
Writ	"41

Cr April 1, 1846, \$69.69
 " Aug 7, " - 163.42
 " Oct. 8, " - 40.00
 " March 12, 1847 - 25.00
 " April, 19 - " 25.00
 " Aug 4 " " 50.00
 " April 24 - " 8.00
 " October 5 - " 50.00

Filed April 25, 1848
 John Cassil M.
 Recorded

Received this writ April 11, 1848
 made in the within twenty dollar April
 24, 1848
 Fee - Service 35
 Scurage 40
 Philip Shuman Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the *Nineteenth* day of *August* A.D., 1845.
Ralph Cherry Administrator &c
recovered against *Wilson Reed & Samuel K. Reed,*

as well as the sum of *Four Hundred and Seven* dollars and
Thirty cents for *his* ~~debt, as the sum of~~
~~dollars and~~ ~~cents, for~~ damages as also the sum of
\$ 4.29 1/2 for *his* cost and charges in that behalf
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want
thereof, of the lands and tenements of the said *Wilson Reed and Samuel K. Reed,*

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the *Nineteenth*
day of *August* A.D., 1845, until paid; also the sum of \$ *12.50* the
costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court
House aforesaid, on the first day of our next Term, to render unto the said *Ralph Cherry, Admr &c*

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House
aforesaid, this *11th* day of *April*
A.D., 1845.

John Cassil Clerk.

Ralph Cherry Adm^r } Union Court Pleas.
Wilson ^{vs} Reed et al } Judgement,
Clerk will issue
Execution in this Case,
Ralph Cherry Adm^r }
Aug 17. 1846.

Civil/Domestic Case File

Case No. 1845-CV-0018

No. 45-CV-18

Union Common Pleas Court.

Thomas A. Shelders
Plaintiff,

AGAINST

Joseph Steiner,
Defendant.

MAY TERM, 1847

Discontinued

No Record.

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Page

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Page

Minor Con Pleas

Thos A Sheldon
vs Strespass
Joseph Turner

Receipt

Filed May 28 - 1935
John Capil, Clerk

Thomas A Sheldon (Union Con Pleas
vs) In trespass

Joseph Stines Damages 500 \$
Returnable ~~return~~ for the writ
time summon & Endorse suit book to recover damages
for the breaking and entering plaintiffs close
and house situated in the County of Union and
Township of Leona ^{abusing} and carrying away and destroying
plaintiffs goods and chattels then and there found
on the first day of January 1845 and divers other
days since by Wm A Lawrence his atts

Union Court Pleas
Thos A. Sheldon

Jas Stiner

Served May 29th 1845 by delivering
a certified copy of this writ to the def^t
personally--

Service -- \$0.50

Copy -- 10

Mileage -- $\frac{5}{10}$
\$0.75

Wm M. Robinson
Sheriff

Filed May 29th 1845

John Capel, Clerk

And not to recover damages for the breaking
and entering of the door and fence situated
in the count of Union and Township of Dover
abusing and carrying away and destroying
plaintiff's goods and chattels then and there
found on the first day of January 1845 and
divers other days since. by
McDonnors his atty

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

Joseph Stiner

For the

~~the first day of our next term~~ before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto *Thomas A Sheldon*

to appear

in a plea of *Trespass* damages *Five hundred* dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of
said Court, at the Court House afore-

said this *28.* day of *May* A. D. 18*15*

John Cassil. CLERK.

In Union Com Pleas

Joseph Stines }
Ads }

Thos A. Sheldon }

Plea

Filed March 26/46

John Cassin Clk

Comed of 24

CRW Allison

Barber ~~was~~ had authority to give such
license.

CRW Allison atty for deft

Joseph Stiner
ads

Thomas A. Sheldon

vs
The Respass.

And the said Joseph Stiner comes and defends, &c. and says that he is not guilty in manner and form as the said Thos A. Sheldon hath complained against him, and of this he puts himself upon the Country, and the said Thos A. Sheldon doth the like, &c.

By Edw Ballison his Atty.

The plaintiff will also take notice, that the defendant, on the trial of this cause will give in evidence and insist, that at the time the said several supposed trespasses were committed, the defendant acted in good faith, to secure a levy on the ~~personal~~ personal property of the plaintiff on an execution against him, and in which the defendant was interested.

That the plaintiff and his family had departed from the said premises, and the plaintiff gone to parts unknown to defendant, leaving defendant's claims unpaid.

That said personal property, was taken by the proper officer to satisfy an execution against the plaintiff, and was subsequently and before the commencement of this suit, redelivered to the plaintiff, under the Statute allowing set off of property exempt from execution.

That defendant entered under a license from Daniel Barker who was in lawful possession of the said dwelling house - And that said

against the peace and dignity of the state of Ohio and
T. the damage of the plaintiff five hundred dollars
and therefore he brings his suit &c

By Wm Lawrence
his atty

Wm Com Pleas
Thos. A Sheldon
vs
Jos. Thier

Filed Sept 29. 1845
John Cassil Clk
Castellman

Copied \$40 = \$64

State of Ohio
Union County, ss

Court of Com. Pleas for May
Term 1845

Thomas A. Sheldon complains of
Joseph Stinner in a plea of Trespass for that the said
endant on the 1st day of January 1845 at the County
of Union aforesaid and Township of Dove and on divers
other days between that and the commencement of this
suit with force and arms broke and entered a certain dwell-
ing house of the plaintiff situated in said Township
and County and on the South side of the State Road
leading from Mansville in the County aforesaid to
Edawan in the County of Delaware and West of
the property of the Heirs of ~~the~~ Eli Sheldon and then
and there forced and broke open broke to pieces and damaged
divers doors (To wit) three doors of the plaintiff of and
belonging to the said house and broke to pieces and damaged
and spoiled divers To wit three lock three staples and
three hinges of and belonging to said doors respectively of
great value To wit of the value of twenty dollars and
also during the time aforesaid (To wit) on the said first
day of January 1845 at said County with force and arms
seized and took divers goods and chattels (To wit) ten
Tables, twenty Chairs, three beds and bedding, three
bedsteads, one clock, one cupboard, three kettles, five
pots, ^{of the plaintiff} ~~the~~ ^{there being in the said dwelling house} two bureaus, of great value (To wit) of the value
five hundred dollars and detained and carried away
the same and disposed thereof ^{and disposed thereof} to his own use To wit
at the County aforesaid By means of which several pre-
mises the plaintiff and his family were during all that
time aforesaid not only greatly disturbed and annoyed
in and kept out of possession of the said dwelling house
but the plaintiff was during all that time hindered and
prevented from carrying on and transacting therein
his lawful and necessary business and affairs and
other wrongs to the plaintiff then did, to wit at the County
aforesaid

Civil/Domestic Case File

Case No. 1845-CV-0019

No. 45-CV-19

Union Common Pleas Court

Union County Fund Commissioners
James M. Wilkinson et al
Plaintiff,
against
Silas G. Strong
Defendant.

April Term 1846

Judg. G. left

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Ex. Doc.

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Union Court Fees

Union Co Fund
Commissioners
By precept
James M. Wilkins
vs
T. Stovall

Filed May 30th 1895
John H. Spill

State of Ohio for the use
of Joshua Ledy William Ham-
ilton & Jesse H ^{Field} ~~Hamilton~~ Fund
Commissioners of Union County

vs
Silas C Strong and
James M Wilkinson

Court of Common Pleas
May term 1845

Assumpsit
Damages 200\$

issued returnable for the
Indorse Suit

Brot on defendants
note of hand and receipt
given to plaintiffs for

the sum of ~~one hundred~~

dollars on the 13th of June 1837. and payable on
with interest at seven per cent
year from date ~~and~~ also for money had and
received money lent &c By

Wm Lawrence

Att'y

Union Common Pleas

State of Ohio for &c

vs
Wilkinson & strong

Served May 30th 1845. by delivering
a copy of the writ in writ to the defendants
personally -

Service -- \$0.55

Milidge -- 0.5

Copies -- $\frac{20}{80}$

Wm M. Robinson

Sheriff -

Filed May 30th 1845

John Caspell, Clk

Printed last on defendant's note of hand &
receipt given to plaintiff for the sum
of one thousand seven hundred and
seventy one dollars and no cents, also
with interest all seven hundred and
seventy one dollars and no cents, money
for money had and received, money
due by
Wm M. Robinson
att'y

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

*James M. Wilkinson and
Delas G. Strong*

to appear

forthwith
~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto

*The State of Ohio for
the use of Joshua Gray, Jesse Gill & William
Hamilton, Jund Commissioners of Union County*
in a plea of *assumpsit* damages *two Hundred* dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *30th* day of *May* A. D. 1845

John Cassil CLERK.

Union Pleas

Grand Jurors

vs. Union

James M. Wilkinson
et al.

Filed July 7th 1845
John Caspell, clk.

Cast bill made

Recorded

State of Ohio
Union County ss

Union Com pleas May
Term 1845

The State of Ohio for the use of Joshua Lutz
William Hamilton and Jesse Gill Trust Commissioners
of the County of Union Com plain of ~~the~~ James M.
Wilkinson and Silas G Strong in a plea of assump-
sit for that whereas the said defendants on the 13.th
day of June 1837. at the County of Union aforesaid
made the promisory note in writing and then and there
delivered the same to the said Trust Commissioners
and thereby acknowledged the receipt of and promised
to pay the said State of Ohio the sum of one hundred dollars
in one year from date which period has now elapsed
The same being of the surplus revenue and subject
to the act regulating the distribution of the same
at seven per cent. interest ~~and~~ and the said defendants
then and there in consideration of the premises promised
to pay the amount of the said note to the said plaintiff
~~for the~~ according to the tenor and effect thereof
and also for that whereas the said defendants on the
first day of May 1845. at the County of Union aforesaid
was indebted to the plaintiff in the sum of two hundred
dollars for money lent to ~~them~~ the plaintiff to the said
at their request And whereas the defendants afterwards
to wit on the second day of May 1845 in consideration
of the premises promised to pay the said several sums of
money to the plaintiff on request - yet they have dis-
regarded their promises and have not paid the said
several sums of money nor either of them nor any
part thereof to the damage of the plaintiff two hundred
dollars and thereupon they sue &c.

By Wm C Lawrence
atty

In Union Com Pleas

Lat M. Mickinson

ad

The State of Ohio for use
of Fund Courts of Union Co.

Plea

Filed August 1st 1835
John Caspi, Clerk

Recorded

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James M. Wilkinson
(impleaded with Elias G. Strong)

vs
The State of Ohio, for the use
of the said commissioners of Union County

In Union Court, Pleas.

And the said James M.
Wilkinson, comes and defends

he and says that he did not assume and promise, in manner
and form as the said plaintiff has declared against him,
and of this he puts himself upon the Country: and
the said plaintiff doth the like.

By
O. Allison & His attys
John E. Rosette

The plaintiff will also take notice that the said James M. Wilkinson
on the trial of this cause, will give in evidence and insist, that after
the making of the said several supposed promises and undertakings,
and accruing of the said several causes of action in the said declaration
mentioned, if any such were made or accrued, and before the
commencement of this suit, to wit, on the 2nd day of February
A. D. 1843, having previously thereto, as a bankrupt, filed his
petition in the United States District Court, in and for the District
of Ohio, praying to be discharged in full from all his debts, and
for a certificate of such discharge, pursuant to the act of Congress
entitled "An act to establish a uniform system of Bankruptcy
throughout the United States," approved August 19, 1841, did
by the decree of said United States District Court, receive a full
discharge of and from all his debts owing by him at the time of the
presentation of his petition, to be declared a Bankrupt, and
that in accordance thereto a copy of said decree and discharge
was, on the 10th day of April A. D. 1843 duly certified to this defendant
under the seal of said Court, by the Clerk thereof, which said certificate
will be offered in evidence, as a full and complete bar to this suit
as against the said James M. Wilkinson, and that the said supposed
causes of action in the said declaration mentioned, if any such there
be, and each of them, did accrue to the said plaintiff before the
said defendant's application as aforesaid, and before he became a
bankrupt as aforesaid, to wit at the County of Union aforesaid.

Allison
Rosette

Dund Com.

no

Strong

Prep in

Filed April 16-1924

John Capille

Winnor County Fund
Commissioner

W
S. G. Strong

Judgment
Issue and execution
that a levy and Sale
may make the money
By W. Lawrence
all for self

No. 45-CV-19

UNION COMMON PLEAS COURT.

Fund Commission
Plaintiff,

against

Silas S. Strong
Defendant.

July term 1846

No Record made

Journal 3 Page 439

Record No. Vol- of Record
Page

Ex. Doc. A. Page 198

ll 4 1 ll 389

Union County and come

to
Silas G. Strong

Damage	\$86.79
Cost	4.14
Service ---	\$0.35
Levy - - - -	35
Mileage - - - -	80
Inquest - - - -	1.00
Copy of app ^o - - -	25
advertising - - -	25
Poundage - - - -	56
	<u>\$3.56</u>
printers fee	3.00

Wm. Robinson
Sheriff

Recorded

Appraisors fees - \$1.50

advertised

Received this writ April 28th of 1846. Service May 15th A.D. 1846 on about seven acres of Land lying in the County of Union and State of Ohio described as follows to wit Part of Survey of 6293, Beginning at two water corners to a Lot sold to H. Burdick, thence S. 17° 30' W. to a stake in the Road, thence westerly with the Road about 62 poles to a stake in the East Line of the plat of the Town of Richmond, thence S 17° 30' E, 23 poles to a stake in the W Line of the Survey, thence 60 poles to the Beginning - had the same appraised by the oath of Joseph Cameron Lewis Alder & Isaac Gearhart they being freeholders of said County, at six Dollars per acre, and returned a copy of said appraisment to the Clerks office forthwith

advertised the above described real Estate in the Argos & Newspaper published and in general circulation in Union County, for Sale on the 27th day of July A.D. 1846. between the hours of 10 o'clock A.M. & 4 o'clock P.M.

July 27th 1846. 1 o'clock P.M. Offered the above described real Estate for sale at the door of the Court House in Marysville by public auction having been previously advertised for more than 30 days and sold to James C. Lawrence for Four Dollars & Twelve & a half cents per acre \$28.875 that being more than two thirds of the appraised value and he being the highest and best bidder

Wm. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House

in the town of Marysville, on the 19th day of August A. D. 1845.

Joseph A. Judy, Jesse Gill & William Hamilton Union
County Fund Commissioners
recovered against *Silas G. Strong*

as well as the sum of *eighty six* dollars and
seventy nine cents for ~~their~~ ~~debt~~

~~dollars and~~ ~~cents for~~ damages as also the sum of

\$ *4.14* for *their* cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said *Silas G. Strong*

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 19th

day of *August* A. D. 1845, until paid: also the sum of

\$ the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said *Plaintiffs*

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the

court-house aforesaid, this *seventeenth* day

of *April* A. D. 1846.

John Cassil Clerk

Fund Commission

18
Strong

Chief Sale

Proof Publication

Filed July 29th 1946

John Capital, Clerk

State of Ohio, Union County, I
P. Bleak Publisher of the Argus
^{and Argus}
a News Paper published and
in general circulation in the
county aforesaid, makes oath
that the notice of Sheriff Sale
hereto attached, by Union County
Fund Commissioners ^{As Silas G.}
^{in said paper}
Strong was published from
June 17th 1846 to July 27th 1846 con-
secutively P. Bleak

I sworn to and subscribed in open Court
this 29th day of July 1846
affidavit 12. John Caspell, Clerk

SHERIFF SALE.

Union County Fund Commissioners;

vs.

Silas G. Strong.

By virtue of an execution to me di-
rected from the court of common pleas
of Union county, Ohio, I will offer for
sale at the door of the court house in
the town of Marysville, in said county,
on the 27th day of July, A. D. 1846, be-
tween the hours of 10 o'clock A. M. and
4 o'clock P. M., about 7 acres of land,
situate in said county and State, de-
scribed as follows, to-wit: part of Sur-
vey No. 6293; beginning at two oaks
corner to a lot sold to H. Burdick—
thence, north, 17 degrees 30 minutes
west, to a stake in the road; thence,
westerly, with the road, about 62 poles,
to a stake in the east side of the plat
of the town of Richwood; thence,
south, 17 degrees 30 minutes east, 23
poles, to a stake in the west line of the
Survey; thence, 60 poles, to the place
of beginning. Appraised at \$6 per
acre.

W. M. ROBINSON, Sh'ff.

June 17.

[pr. 3]

ts

The Fund Commissioner
of Union County Ohio

vs

Silas G. Strong

Debt \$86.79

Costs 4.14

Deb from Aug 19/45-

Increase costs 8.41

Writ 4.14

On July 27/46 - \$28.87 1/2

Recorded

To May 1. 1850

Filed April 27. 1850

James Kimbade Jr clerk

Alleson & Co
Attys at Law

Received this writ April 25. 1850

No goods or Chattels, lands or tenements
found whereon to levy.

April 27. 1850

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 19th day of August A.D., 1845

The Jund Commissioners of Union County Ohio.
recovered against Silas G. Strong

as well as the sum of Eighty six dollars and Seventy nine
cents for their debt, ~~as the sum of~~ dollars
and ~~cents, for~~ damages, as also the sum of \$ 4.14

for their cost and charges in that behalf expended, as of record is manifest.
You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Silas G. Strong

you cause to be made the debt, ~~damages~~ and costs aforesaid, with interest thereon from the 19th
day of August A.D., 1845, until paid; also the sum of \$ 8.41 the costs of increase
on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House
aforesaid, on the first day of our next Term, to render unto the said Jund Commissioners

Hereof fail not at your peril; and have then there this writ.

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the
Court House aforesaid, this 25th day of

April A.D., 1850.
James Kinkade, Jr. Clerk.

Civil/Domestic Case File

Case No. 1845-CV-0020

That Bond has re delivery of the within described goods and chattels -

Et: Docket. P 405
Robson & Broome

Reuben P. Mann

Dam -	\$ 367.
Costs -	2.28
Writ	.41
<hr/>	
Service -	\$.35
Mileage -	.30
Inquest -	1.00
Bond -	.50
Levy -	.35
Copy of report -	.40
	<hr/>
	\$ 2.90
Appraisers fees -	1.40

Wm M Robinson
Sheriff

Filed July 8th 1846
John Capital Clerk

Received this writ June 20th A D 1846 -

Served July 8th 1846 on 39 Swards of Bees - and out S&C No one in the town of Milford in Union County Ohio, Beginning at the S. E. corner of 1st St No 100 in said town of Milford thence S 14° W. 26 poles - thence N 81° W. 22 poles, thence N 49° E. 30 poles, thence S. 73° E. 27 poles to the Beginning containing 4 acres & 30 rods -

Except that part which was sold by Nathaniel Taylor to James Biddle & Calvin Kinged - also Eleven acres (more or less) of land about a quarter of a mile North East of said town of Milford on the S. E. side of the road leading from Milford to Marysville recorded as follows: Beginning at a stake in the division line between George Reed and Jere Gabriel, and N. E. corner to land sold by George Reed to Jere Gabriel, thence with the line between said Reed & Jere Gabriel N 48° 5' E. 48 poles to a stake in said line thence N 37° W. 39 1/2 poles to a stake with a sticking & pin mark on the N. E. corner leading from Milford to Marysville thence with the line of said S. 39° W. 48 1/2 poles to a stake corner to said land sold by said Reed to Jere Gabriel, thence with said Gabriel's line S 37° E. 30 poles to the Beginning - and here the above real estate appraised by the order of Wm M Reed Lewis Bannum & Jacob Fairbaird as full

own beds on in the town of Milford at \$ 875-00. the Eleven acre lot at \$ 12-00 - has been returned without sale by order of the Plaintiff
Jere M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 31st day of May A. D. 1845.

Robson S. Broome
recovered against Reuben W. Mann

~~as well as the sum of~~ ~~dollars and~~
~~cents for~~ ~~dollars~~ the sum of Three hundred & sixty seven
dollars and _____ cents, for his _____ damages as also the sum of
\$2.28. _____ for his _____ cost and charges in that behalf
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,
and for the want thereof, of the lands and tenements of the said Reuben W. Mann

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 31. _____
_____ day of May _____ A. D. 1845, until paid: also the sum of
\$ _____ the costs of increase on said judgment, and accruing costs; and that you
have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to
render unto the said Robson S. Broome,

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the
court-house aforesaid, this 20th day
of June A. D. 1846.

John Cassil Clerk

Filed June 20. 1846
John Cassil Clerk

R. L. Broome } Judgt May 30th 1845,

R. W. Mann } Issue Execution in this case
June 20. 1846

Clerk. Court Pleas.

R. L. Broome

Civil/Domestic Case File

Case No. 1845-CV-0021

No. 45-CV-21

Union Common Pleas Court.

Henry Wolford

Plaintiff,

AGAINST

John McKiterick

Defendant.

APR TERM, 1843

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal

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Record No.

4

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521

Ex. Doc.

Page

Henry Woolford
vs.
John McKittrick

Receipt & Affidavit
In Replevin

Filed June 3^d 1945
John Hapil, Clerk

Cost bill made
to record

Recorded

Otway Curry
attys.

Henry Woolford } In Replevin
vs. } Damages \$ 150
John McKittrick }

Open a writ of Replevin for
the following property, to wit: One small
bay mare, with a star in her forehead.

To the Clerk of the }
Court of Common Pleas }
of Union County }
Osway Murray
Atty. for plff.

The above named Henry Woolford
makes oath and says that he has good right
to the possession of the property described in
the above process, and that the same
are wrongfully detained by the said
John McKittrick, and that the said
property was not taken in execution
~~or~~ on any judgment against the said
Henry Woolford, nor for the payment of
any tax, fine, or amercement, assessed
against him, nor by virtue of any
writ of Replevin, or any other process
or final process whatsoever, issued
against him the said Henry Woolford.

Henry Woolford
Sworn to and subscribed before me
This 3rd day of June 1845 John Caspell, Clerk

Union Common Plea

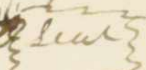
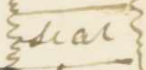
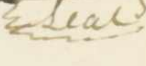
Henry Walford
vs
John McKittrick

Bond

Filed Jan 4th 1845
John Capel, Clerk

Know all men by these presents that we Henry Wolford and
are held and firmly bound in
the penal sum of one hundred dollars lawfull money
unto ~~William C. Brown~~ ^{John M. Critch} to the payment of which well
and truly to be made we bind our selves our heirs
executors and administrators firmly by these presents
sealed with our seals and dated this 4th day of May
A.D. 1845

The condition of this bond is this whereas
the said Henry Wolford on the 3^d day of May A.D.
1845 sued out of the Clerks office of the Court of
Common Pleas of Union County his writ of Replevin
for one ~~hundred~~ Bay mare which
wrongfully detained as is said now if the said
Henry Wolford does well and truly truly appear
at the next term of the Court of Common Pleas of
Union County Ohio in thereof and prosecute his suit
to effect and pay all costs and charges that may be
awarded against him by said Court then this bond
is to be null and void otherwise to remain in full
force and virtue in law

Henry Wolford 
W. A. Frank 
Stephen Winger 

Union Common Pleas

Henry Walford

vs

John McKittrick

Appraisement

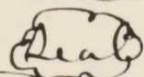
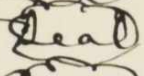
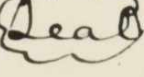
Filed June 4th 1875

John Caspell, Clerk

Henry Wolford

John McAttrick

The Undersigned, having
been called ^{upon} by W. C. Mah
Dep. Sheriff U.C.O. and being
duly sworn, upon actual view we
appraise a Bay Mare
being that Mare Repleved in this
Case by Henry Wolford, at ~~Thirty~~
^{Thirty} -- dollars Given under
our hands and seals this 4th day of June
A.D. 1845.

William H. 
Joshua Judy 
Cyprian L. 

The above appraisors were
duly sworn by me on
the 4th day of June 1845

William C. Mah Dep Sheriff

Served by reading this writ to John McKittrick
delivering property to Henry Wolford, who
gave bonds agreeable to the Statute.
June 4. 1845

William C. Malin Sleep Sheff

Union Common Pleas

Henry Wolford
vs
John McKittrick

Dev	35
Mile	.50
Inquest	1.00
Bond	.50
Sheff	2 35
Apprs	1.50
Total	\$ 3.85

Filed June 4th 1845
John C. Wolford, Clerk

The State of Ohio Union County,
to the Sheriff of said County, greeting.
We command you, that without delay
you cause to be replevied unto Henry Walford
the following goods & chattels, to wit: one small
Bay mare with a star in her forehead, which
John M^r Nitrick wrongfully detain from
the said Henry Walford, as is said; and that you
also summon the said John M^r Nitrick to appear
at the next term of our Court of Common
Pleas to be held within and for the said County
of Union to answer unto the said Henry
Walford, for the wrongful detention of the goods
& chattels aforesaid; Damages, ~~one~~ Hundred &
fifty dollars; and have you then then this writ
Witness, John Casil, Clerk of said
Court at the Court House in Marys-
ville this 3^d day of June A. D. 1845
John Casil, Clerk

Court of Common Pleas of Union County,
Of the Term of August, in the year of our Lord 1845.

The State of Ohio, }
Union County, SS. }

Henry Woolford, by Otway Curry
his attorney, complains of John
McKittrick in a plea of Replevin;
for that the Defendant heretofore,
to wit, on the first day of June A. D.
1845, at the County of Union aforesaid,
wrongfully and unjustly detained
in his possession, and from the
Plaintiff, the following goods and
Chattels of the Plaintiff, and until
the same were replevied by the
writ of Replevin issued herein,
to wit: One small Bay Mare
with a star in her forehead.
To the damage of the Plaintiff
of One Hundred and Fifty Dollars;
And thereupon he sues, &c.

By Otway Curry
his Atty.

Civil/Domestic Case File

Case No. 1845-CV-0022

Civil/Domestic Case

1845-CV-0022

located with

Supreme Court Case

1846-SC-0003

Civil/Domestic Case File

Case No. 1845-CV-0023

No. 45-CV-23

Union Common Pleas Court.

Augustus Feller Plaintiff,

AGAINST

Thomas A. Shields Defendant.

JUL TERM. 1846

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Record No. No Record Page

Ex. Doc. Page

Union Common Pleas

Augustus Fuller
vs.

Thomas A. Shelden

Prep'n & Aff. in Replevin

Filed July 28th 1895
John Coffey, Clerk

Cost bill made
No Record

Augustus Fuller }
Thomas A. Shearon } In Replevin
Damages \$150.

Issue a writ of Replevin for
the following property, to wit, one Roan Mare
with Calf of the same }
Crown Pleas. of Union Co. } Return Levied for
Ct.

The above named Augustus
Fuller makes oath and says that he has good
right to the possession of the property described
in the above process, and that the same is wrong-
fully detained by the said Thomas A. Shearon, and
that the said property was not taken in execution
on any judgment against the said Augustus
Fuller, nor for the payment of any tax, fine or
amercement, assessed against him nor by
virtue of any writ of Replevin or any other mesne
or final process whatsoever issued against
him the said Augustus Fuller

A. Fuller
Sworn to and subscribed before me this
28th day of July A.D. 1845

John Caspell, Clerk

Union Common Pleas

Augustus Fuller
vs

Thomas A. Sheldon &

Service - \$0-35

Mileage -- $\frac{25}{50}$

Wm C. Malen

D. P. Sheriff

Filed Aug 18. 1845
John Casit CLK

Received this writ July 28th 1845
the within described property not found

The State of Ohio Union County, ss.

To the Sheriff of said County greeting

We command you that without delay you cause to be replevied unto Augustus Fuller the following goods & chattels, to wit; one Roan Mare which Thomas A. Shelden, wrongfully detains from the said Augustus Fuller as is said; and that you also summon the said Thomas A. Shelden to appear at the next term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said Augustus Fuller for the wrongful detention of the goods & chattels aforesaid; Damages, one hundred & fifty dollars and have you then then this writ

Witness, John Capoil, Clerk of said
Court at the Court House in Marysville
this 25th day of July A.D. 1845
John Capoil, Clerk

Civil/Domestic Case File

Case No. 1845-CV-0024

No. 45-CV-24

Union Common Pleas Court.

Selden Draper

Plaintiff,

AGAINST,

Enoch Fisher

Defendant.

APR TERM. 1846

Settled

Journal

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Record No.

No Record

Page

Ex. Doc.

Page

In Union Com Pleas

Gideon Draper vs

Enoch Fisher

Præcipe & Affidavit

Filed July 28 1845
John Capel, Clerk

Allison & Curry

[Faint, illegible handwriting in the left margin]

[Faint, illegible handwriting in the main body of the page]

Gideon Draper Jr. }
vs } In Replevin Damages 100 dollars
Enoch Fisher }

Issue a writ of Replevin for
the following goods and chattels to wit - One
Iron Grey gelding.

Allison & Curry Atty's
To the Clerk of Union Com Pleas for Pltff
July 28th 1845

The above named Gideon Draper Jr.
makes oath and says that he has good right
to the possession of the goods and chattels described
in the above Praecipe, and that the same are
wrongfully detained by the said Enoch Fisher
and that the said goods and chattels were not
taken in execution on any judgment against
the said Gideon Draper Jr, nor for the payment
of any tax, fine or amercement assessed against
him, nor by virtue of any writ of Replevin, or
any other mesne or final process whatsoever, issued
against ~~the~~ him
Gideon Draper Jr

Sworn to and subscribed before me this 28th
day of July A.D. 1845
John Cassil, Clerk

Giaio Draper
Res
Enoch Fisher

Do be issued before the Spring Term 1846
Issued Jan. 26 1846. J. C.
Purifier

Crauford

Union Common Pleas

October Term 1845

Gideon Draper vs

Enoch Fisher

In Replevin

The Clerk will

issue subpoenas for Robert

Catell Lewis Alder & Joshua Marshall

Depts witnesses in this case returnable to Court

Nov 4

La B W Trautman

October 30 1845

Atty for Deft

Declaration of Mountaineer before and at the time
of said levy and this he is ready to verify when
you the jury shall meet of the said Gordon
Drapur he ought to have and maintain
his former action though against himself
By La Rue Tompford
his Atty

Miner's Pleas
October 1845

Enoch Fisher
vs

Gideon Draper

Pleas

Filed Oct 30. 1845
John Cassil Clerk

Cost bill made

No. Record to be made

Craeford

Union Common Pleas

October Term AD 1845

Enoch Fisher

vs

Gideon Draper

In Repleas

And the said Enoch Fisher
by his Atty James W. Crawford cannot deny the
wrong when he and says that he does not wrong
fully detain the goods & chattles in said declara-
-tion Auction or any part thereof in manner and
form as therein alleged and of this he puts
himself upon the country & and the said
Plff doth the like By J. W. Crawford
his Atty

And the said Enoch Fisher for a just
plea in this behalf comes and defends the wrong
when he and says that the said Gideon Draper
he ought not to have and maintain his
said action thereof against him because he says
that at the time when the wrongfull detaining
of the said goods in the declarative Auction as was
is supposed to be the property in the same goods
was in him the said Enoch Fisher as constable
of ^{Clay County} ~~Washington~~ Township in said County by virtue
of an execution issued by J. W. B. Thomas a Justice of
the peace of said ~~Township~~ a judgment in favour of an
Sybilster Willard against Gideon Draper
by virtue of which said execution the said
Draper as constable aforesaid seized and levied upon
the goods & chattles in said declarative Auction
as the property of said Gideon Draper and
who was the lawful owner and had the
right to the possession of the goods in said

Recd March 4th 1846 of the Defendant fifteen Dollars
in full Satisfaction for the Debt due Sylvester Millard
in the Case vs Sylvester Millard vs Gideon Draper on the
Dockett of J B W Hayne Esq of Clanton by Union Co
It is agreed that that in this Case each party are to
there own coets and neither party to pay the cost of the
other

Amos McKairy Agent
Gideon Draper

Union Courthouse

Gideon Draper vs

vs

Ernest Fisher

Service - -	\$0-35
Mileage - -	0-80
Inquest - -	1-00
Bond - -	50
	<hr/>
	\$2,65

Appraisers fees 1-50

W C Malm Sept 1845

Filed Aug 18. 1845
John Cassin CLK

Received this writ July 29th 1845 - and served the same
by my self leaving the writ described Ben Eray Gelling
delivered the above described true to the plaintiff by taking
his bond for one thousand dollars signed by
William Draper Sen; James & B Wells. Said bond approved
at thirty dollars by the court of J. B. W. Rogers
Seni W. Hastings & J. Hall

William C Malm Sept 1845

The State of Ohio, Union County, ss.

To the Sheriff of said County, greeting
We command you that without delay you cause
to be levied unto Gideon Draper jr. ~~the~~ the follo-
wing goods & chattels, to wit: one brown grey geld-
ing, which Enoch Fisher wrongfully detains from
the said Gideon Draper, as is said; and that you also
summon the said Enoch Fisher to appear at the
next term of our Court of Common Pleas
to be held within and for the said County of
Union, to answer unto the said Gideon Draper,
for the wrongful detention of the goods & chattels
abovesaid; Damages 100 dollars; and have you then
thus this writ

Witness John Cassil Clerk of said
Court at the Court House in Marys-
ville this 28th day of July A. D. 1845
John Cassil, Clerk

union Corn. Pleas

Gideon Draper

Crack Fisher

Sub. for Mt.

Service --- \$0012 $\frac{1}{2}$

Mileage --- 60

Wm M Robinson
Sheriff

Served by reading to Joshua Matthews
February 21st 1846 —
and served on the other witnesses by order
of the Plaintiff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

*Robert Cotrell, Lewis
Alder & Joshua Marshall*

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, on the first day of next Term, at 10 o'clock, A. M., to testify and the truth to speak on behalf of

Enoch Fisher in a certain matter in controversy in our said Court de-
pending: wherein *Gideon Draper, is* plaintiff, and
Enoch Fisher defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-
ness John Cassil, Clerk of said court at the Court House aforesaid,

this *26th* day of *January* A. D. 1916

John Cassil CLERK.

In Union Com Pleas

Gideon Draper Jr.

vs

Enoch Fisher

Nav

Filed Sept 27. 1845

John Cassil Clk

Allison & Curry

The State of Ohio }
Union County SS } In Union Court of Com. Pleas
Of the Term of August A.D. 1845

Gideon Cooper Sr. complaining
of Enoch Fisher, in a plea of Replevin;
for that the defendant, heretofore, to wit, on
the 27th day of July in the year of our
Lord one thousand eight hundred
and forty five, at the County of Union,
wrongfully and unjustly detained in
his possession, and from the plaintiff,
the following goods and chattels of the
plaintiff, and until the same were
replevied by the writ of Replevin issued
herein, to wit: one Iron Gray Bedding,
To the damage of the plaintiff of
one hundred dollars; and thereupon
he sues, &c.

By Allison D. Curry
His Atty

Civil/Domestic Case File
Case No. 1845-CV-0025

No. 45-CV-25

Union Common Pleas Court.

C. C. Wolcott,

Plaintiff,

AGAINST

Wilson Reed

Defendant.

OCT TERM, 1845

Partition

DECREE FOR PLAINTF

Journal 3

Page 366

Record No. 4

Page 466

Ex. Doc.

Page

In Union Town Mass

C. C. Wolcott

vs

Wilson Reed

Procepi

Assumpsit

Filed August 5th
1845 John Cassin, Clk

Allison & Curry

C. C. Wolcott } In Assumpsit. Damages \$300.
Wilson Reed }
^{vs}

Issue a summons returnable at
next term. Endorse "Just brought, on note
in writing given by defendant, to plaintiff, for
one hundred and twenty five & 86/100 dollars,
payable six months after date, dated at Milford,
Vt. Aug 25th 1843 v. Also for goods sold and
delivered, - Money had and received - &c
Damages three hundred dollars.

To the Clerk of Union Com. Pleas

Dated August 4th 1845

Allison & Curry
Atty for P'ty

Union Com. Pleas

C. C. Walcott

vs

Wilson Reed

Service -	80 35
Copy - -	0 20
Mileage --	25
	<u>\$ 0,80</u>

Served by delivering a
certified copy of the writ
in writ to def^t

Wm Robinson

Sheriff U C

Filed Aug. 16th 1945

John Capril

clerk

R.

Writ brought on a note in writing given by
defendant to plaintiff, for one hundred &
twenty five \$80.00 dollars, payable six
months after date, date at Wilford, Wyo.
15th \$43.80. Also for good and valuable
used - storage had and received \$5.00 Damages
three thousand dollars,

Wilson & Co

Attys for def^t

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

Wilson Reed

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto *S. C. Wolcott*

in a plea of

Assumpsit

damages

Three Hundred

dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *9th* day of *August* A. D. 1845

John Cassil

CLERK.

In Union Cases

C. C. Wolcott

vs

Wilson Reed

Narr

Filed Sept 29. 1845

John Cassil Clerk

Cost bill entered

Recorded

Alison & Curry

The State of Ohio
Union County

SS

Court of Common Pleas,
of Union County, Ohio.
of August Term A.D. 1845

C. C. Wolcott,

Complain of Wilson Reed, in a plea of assump-
-sit for that, whereas, the defendant on the twenty
fifth day of January A.D. 1843 at Milford, in
the County of Union aforesaid, made his note,
in writing, and delivered the same to the plain-
-tiff, and thereby then and there promised to
pay to the plaintiff or order one hundred and
twenty five & ⁸⁶/₁₀₀ dollars, in wool at market
price, six months after the date thereof, which
period hath now elapsed, and ~~for that~~ whereas,
also the proper demand of said wool having
been made by the plaintiff of the defendant,
to wit, on the first day of August A.D. 1843
and on divers other days between that time
and the commencement of this suit, at
the County aforesaid, the said defendant
did then and there, and as often as the
said demands were made, refuse
to pay the said sum of money in wool
or any part thereof, whereby an action hath
accrued to the plaintiff to demand and
have of the said defendant the said sum
of \$125.86 in lawful money of the United States, ^{with its interest}
to wit, at the County of Union aforesaid
and for that whereas also the said defendant
afterwards, to wit, on the first day of March
A.D. 1845 for consideration of the premises,
at the County aforesaid promised to pay
to the plaintiff the said sum of \$125.86
with interest in lawful money of the United
States, at that time, which period has now

elapsed,

And whereas also heretofore, to wit, on the 25th day of January A.D. 1843. aforesaid, at the County aforesaid, the defendant, made his certain other note in writing, and delivered the same to the plaintiff, and thereby then and there, promised to pay to the plaintiff or order, One hundred and twenty five and ⁸⁰/₁₀₀ dollars in wool at Market price, six months after the date thereof, which period has now elapsed, yet the said defendant (although requested so to do) hath disregarded his said promises and hath not paid the said ~~sums~~, ~~either of money~~ wool to the plaintiff, nor any part thereof, and hath not paid the said money, or any part thereof,

And, whereas, also, the defendant, on the first day of August A.D. 1845, at the County of Union aforesaid, was indebted to the plaintiff in the sum of three hundred dollars, for the price and value of goods then and there bargained and sold by the plaintiff to the defendant, at his request:

And in three hundred dollars, for the price and value of goods, then and there sold and delivered by the plaintiff to the defendant, at his request:

And in 300 dollars, for money then and there paid by the plaintiff, for the use of the defendant at his request;

And in 300 dollars, for money then and there received by the defendant, for the use of the plaintiff;

And the defendant, afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein above mentioned, on request; yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the last mentioned moneys.

or any part thereof. To the damage of the
plaintiff of three hundred dollars; and, therefore,
he brings his suit, &c

By Allison & Curry his attys

Filed Feb. 12 - 1846
B issued same day
John Capoil, Clerk

C. C. Wolcott } Judgment October Term 1845 in
 } Union Loan & Pass
 } Issue an execution
Wilson Reed } in above case returnable
 } Febry 12th 1846
next term Alison J. Curry atty
To John Cassil, Clerk, for P^lt.

Ex. Dec. No. 2 Page 176

C. C. Wallcut

vs

Wilson Reed

Damages	\$137 00
Costs	5 96
Writ	41

Service	\$0-35
Mileage	25
Foundry	2 95
	<hr/>
	\$3.55

Wm M Robinson
Sheriff

Received April 15th at 2 1846
on this writ \$151.21 in full of the within
Execution

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of October A. D. 1845.

C. C. Wolcott
recovered against Wilson Reed

~~as well as the sum of~~

~~dollars and~~

~~cents for~~

~~debt, as~~ the sum of one hundred &

thirty seven dollars and

cents, for his

damages as also the sum of

\$ 5.96

for his

cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said Wilson Reed

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the thirtieth

day of October

A. D. 1845, until paid; also the sum of

\$

the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said C. C. Wolcott

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the

court-house aforesaid, this 12th day

of February A. D. 1846.

John Cassil Clerk

Civil/Domestic Case File

Case No. 1845-CV-0026

has since and will pay the \$100 to the Dept
at their request -

And in Sept 1845 letters for the price and
value of goods sold and returned by the
Dept to the Dept at the request - and in 1845
letters for the price and value of work done
of work and labour done and materials provided
by the Dept for the Dept at this request -
and in 1845 for the money advanced from
the Dept to the Dept upon an account stated
between the - and the Dept being so indebted
under took and promised to pay the said sum
of money when he should be liable to pay the
sum of money now with of this not any part
standing - both charges of the said Dept \$1000
and the sum of the same

By J. L. O. Thompson
for the Dept

Miner can Pleas
octo 1845

Sydney Williams
vs
William Green et al

Amended Pleas

Filed April 16th

1846
John Capital Clerk

Cost bill made

Recorded

Copied

38. Crawford

Union County Common Pleas
October Term AD 1845

Sylvester Willard complains of
Charles Gumm & William Gumm in a plea of Debt
for that whereas heretofore to wit ^{on} the 4th day
of March one thousand eight hundred & forty
three at Union County aforesaid the said
Defendants made their certain writing obligatory
^{of that date}
commonly called a sealed bill sealed with
their seals and then & there delivered the same
to Allen Case and to the Court now here
shown and then & there promised to pay the
said Allen Case or bearer the sum of thirty
dollars with interest two years after date which
period has now elapsed and the said writing
obligatory was on the 19th day of April (1843) one
thousand eight hundred and forty three duly
transferred by said Allen Case by endorsement
to the plaintiff of which the Defs had
notice and the said Defs then & there under-
took and promised to pay to the said Pff the
said sum of thirty dollars with interest accor-
ding to the law and effect but the said
Defendants have not paid the said Pff the
said sum of thirty dollars with the interest
nor any part thereof to the damage of the
said Pff to wit fifty dollars and thereupon
he sues &c

By J. W. Crawford
his Atty -

and the said Defs on the 1st day of June
1845 at Union County aforesaid were indebted
to the pff in the further sum of fifty dollars
for the price and value of goods then & there

Miland

Open

April 14. 1846

John Cassin

Union Common Pleas
April Term 1846.

S. Willard

vs

C. Green et al

} Appeal

the clerk

issues a subpoena in

this case for Amos McKays and
Priestly said returnable forthwith
witnesses in this case

Jacob W. Crawford
Atty for Def

Copy
If note assigned before due the Debt cannot
set the assignee defense that he could against
the payee see Statute 587 Sec 4

6

Wilems
—
Gunn
—
Notes

March 4 -

1843

\$30 Two years after date

me or They of us J. W. H. S. L. E. Y.
promise to pay the sum of
or bearer Thirty Dollars with
Interest as aforesaid.

I

Charles Greenleaf
William Greenleaf

Received satisfaction in full for my attendance in the April
Term of the Wm. v. C. Common Pleas as a Witness in the Cause
of Sylvester Willard against Green & Sparger
May 2nd 1846

Presley Said

Union Com Pleas

Charles & M^r Green

vs

Lyons & Willard

Plea

Filed April 13. 1846.

John Cassil Clk

Records

Charles Green & Mr Green
and

Sylvester Willard

Moze Com Pleas

And the said Defts now come
and defend when &c and say that they did not assume
and promise in manner and form as the Plaintiff
has thereof declared against them and of this they
put themselves upon the Country

He

By Wm Ed Lawrence their attys

And the Plaintiff and his attys will take notice
that Defts will insist and prove on the trial of the
Case that any Promisory note or other instrument
which the Plaintiff may hold upon the Defts
was obtained by fraud even and deceit and
voidable and void By Wm Ed Lawrence attys

Wm. Court Pleas
J. Millard

C. Green et al

service ---	25
Mileage ---	30
	<hr/>
	\$05-5

Wm. W. Robinson
Sheriff

Filed April 16. 1846

John Cassil Clk

Served this writ by reading to Amos
McKery - and by copy an Sherley said by
Copy - - - W. C. McE - & P. Sheriff

April 14th 1846

State of Ohio Union County ss.

To the Sheriff of said County Greeting
We Command you to Summon Amos McNary
& Presley said to appear forthwith before
Our Court of Common Pleas of Union County
Ohio To Testify and the truth to speak in
behalf of S Millard in a certain matter pen-
-ding wherein S. Millard is Plaintiff and C.
Green et al. is Defendant & this they shall in
no wise Omit under the penalty of the Law
& have you then these this writ

Witness Joh Cassil Clerk of said
Court at the Court House afore
said this 14th day of April 1846.
Joh Cassil CLK

Apr. 22nd 1846

Depositions Case of
William & Charles Green et al
Also
The same in Spurgeon et al

Filed July 22nd 1846
John Boyd's book
at the request of Deponent's counsel
John Boyd's book
Book of Gen. 2nd Plea
Mason G. Ohio

Shaded up & directed by me Apr. 22nd 46 M. C. Conway J.P.

my fee had
20c

Depositions

Sylvester Williams

Charles Gross et al

Also

Sylvester Williams

Nathan Spurgeon et al

Union Common Pleas

April Term 1846

Sydney Willard

vs

Charles Green & William Green

} Appeal

Sydney Willard

vs

Nathan Spurgeon & William Green

} Appeals

The Dpts of the
councils will take notice that Deposi-
-tions will be taken in the above
cases by the plff on the 23^d day of April
Inst between the hours of 10 o'clock A
M & 6 o'clock P. M at the office
of Isaac Ranney Esq a Justice of the
peace in the town of Delaware
Delaware Co. This
April 15th 1846

Jacob W. Ranney
Atty for Plff

I acknowledge Service
April 15. 1846

J. M. Lawrence

Atty for Deft

Depositions taken by the Plaintiffs to be read
in the cases of Sylvester Willard vs. Charles Green &
William Green & the case of Sylvester Willard vs. Nathan
Spurgew & William Green now pending on appeal in
the Court of Common Pleas for Union Co. Ohio; taken
at the office of J. W. Ramsey Esq in the Town of Del
aware April 22nd /46.

Amos McNary of lawful age being first duly sworn
deposes & says that in the month of March A.D. 1845
he (deponent) was acting as agent to do some col-
lecting for Sylvester Willard the party in this case that
he at that time had in his possession as such agent
the two notes of hand upon which there are several suits
are brought, one of them executed by William Green &
Nathan Spurgew for \$3,000 dated March 4th 1843 & due
24 months ^{& assigned to Sylvester Willard} after date with interest, & payable to Allen
Case, the other executed by Charles Green & William Green
at same date for the same amount & due with interest
at same time (viz 24 mos. after date) that about the
13th day of March /45 he (deponent) called on the
S^r Nathan Spurgew ~~William Green~~ & Charles Green, depts
in these suits & presented the said notes to their respec-
tive makers for payment; upon the presentation of the note
against Charles Green & Wm to Charles he said that was
his note & it was all right, but that some of the folks
had got the check upon the same time without interest
& thought I ought to throw off the interest, which I told
him I had no authority to do but I was to collect the
note as they were given; he said then that he could not
pay it at that time but should be able to in about
ten days; when I presented the note against Nathan Spu-
grew & Wm Green to S^r Spurgew he replied that it was
all right & his father-in-law (Wm Green) was to pay it &

he would get his money for his farm in Wagon Co
in a few days & it should be paid. - Charles Isaac &
'Nathan Sprague both of them then signers of me that
I should lend the note with Esy. Said for ten days
without dissent & they would then see them paid.
I did as they agreed & left them with said upon
these terms. They neither of them at that time or any
other ever claimed in my presence that the note was
not just but always promised to pay the but bygd
a little more time. and further says not.

Amos McNairy

State of Ohio Delaware County ss.
I Isaac Wainwright Justice of the peace in & for the
the County aforesaid do hereby certify that the above
named Amos McNairy was by me first duly sworn
to testify the truth the whole truth & nothing but the
truth in this case & that the above Deposition by him
subscribed was by me ordered to enter in his presence
& that it was taken at the time & place specified
in the notes hereto attached.

In testimony whereof I have hereunto set my
hand officially this 2^d day of April A.D. 1846

Fees
Amos McNairy 50 Writures
I. Wainwright 62½ Justice of the peace
1.12½ Paid by Sylvester Williard.

Union Court Pleas
D. Millard

^u
Chas Green

Service -- \$012 $\frac{1}{2}$
Miles -- -- 35

47 $\frac{1}{2}$

Wm W Robinson
Sheriff

Filed July 25th 1846
John Casper Clerk

Served this writ July 25th 1846
by reading to the within named
writress -- J. C. Millard -- D. Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

WE command you to summon

Presley Said

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house,
in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on be-
half of Sylvester Willard in a certain matter in contro-
versy in said court depending, wherein Sylvester Willard
is plaintiff, and Charles Green is defendant:
and this he shall in no wise omit, under penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house
aforesaid, this 24 day of July A. D. 1846

John Cassil

CLERK.

Minor Con. Pleas

Sylvester Willard
vs { transcript
Charles Green et al

Filed

August 18 1845

John Cassil, clk

Recorded

Copy, 32

Sylvester willard
15
Charles green
william green

Justices fees Dec. 75
court fees Dec. 40
witness fees 25
transcript 31

State of Ohio union
county Dover township
office of sebl

Suit brought on
note of hand which
reads as follows
March the 4th 1843
Two years after date we
or either of us jointly
promise to pay allencase
or bearer thirty dollars
with interest as witness
our hand

Charles green
william green

I assign the within
without recourse

April the 19 1845
allencase

June the 10 1845 note filed and summons
issued and Delivered to Jacob myrs constable
for the appearance of the dependant, on the
14 day of June 1845 at one o'clock P.M.
June the 11 1845 Summons returned endorse^d
on Charles green by reading June the 10
1845 per 20 cents served on William green by
reading June the 10 1845 per 20 cents
Jacob myrs constable
June the 14 1845 one o'clock P.M. dependants
appeared. plaintiff did not attend trial had
Dependant ~~plead~~ plead that the note was
obtained by fraud William green examined
as a witness for Dependant and the cause

Reserve for consideration untill the 24 inst
June the 24 1845 one o'clock P.M. the note
is considered by my not fraudulently obtaining
and judgement is rendered against ^{+ the said defendants,} Charles
Green and William Green in favour of Sylvester
Willard for the sum of thirty four dollars
and 13 cents Debt and costs of suit herein
taxed at \$1.16 cents
P Said J P

In the action of Sylvester Willard against
Charles Green and William Green I Jacob Myres
acknowledge myself bail for the appellant
in the sum of one hundred dollars to be
levied of my good and chattels lands and
tenements in case the appellant shall be
condemned in the action and shall fail to
pay the condemnation money and costs
that have accrued or may accrue in the
court of common pleas

Jacob Myres
Taken signed and acknowledge on this 28
day of June 1845 before me P Said J P

I certify this to be a true transcript
from my docket
+ of my proceedings in the suit betwixt
Sylvester Willard and Charles Green
and William Green August the 8 1845
P Said J P

And in fifty dollars for the price and
value of work and labor done and
materials furnished by the D^o for the D^o
at their request

And in \$57.00 for Money paid
due from the D^o to the D^o upon an
account the D^o station between the
And the D^o being so indebted in duties
and promised to pay the said several sums
of Money to the D^o when they should be them
unto of towards requests that the said D^o
shall not pay the said several sums of Money
to the D^o nor with of the nor any part of the
of the D^o requests for to the D^o to the D^o
of to the D^o of said D^o to the D^o
dollars and of the D^o and said D^o

By *John R. Tompkins*
his atty

Ohio Court Pleas
October Term 1845
Trustee Willard
vs
Charles Green et al

Man

Filed Oct. 29. 1845
John Cassil Clk

Recorded

Copied "90

Crawford

Union County Common Pleas

October Term AD 1845

Syvester Willard complains of Charles
Green and William Green in a plea of ^{Debt} ~~assault~~
~~assault~~ for that whereas the said Debtors heretofore to
wit on the 4th day of March one thousand eight
hundred & forty three at Union County a certain
Made their promissory Note in writing of that
date and sealed with seals
and delivered the same to Allen Case
and thereby then & there promised to pay the
said Allen Case or his heirs the sum of
thirty dollars with interest two years after date
which time has now elapsed and the said
promissory Note was on the 19th day of April
1843 transferred by said Case by assignment
to ^{Syvester} Willard of which the Debtors had notice
and then & there promised to pay to said
Syvester Willard the said sum of thirty
dollars with interest according to the tenor
and effect thereof but the said Debtors have
not paid the sum of thirty dollars with its
interest nor any part thereof to the said
Plff and thereupon he sues &c By ^{his} ~~the~~ ^{attorney} ~~attorney~~ ^{for} ~~for~~ ^{the} ~~the~~ ^{Plff} ~~Plff~~

And the said Debtors on the
1st day of June 1845 at Union County appeared
in the further sum of \$50,00 for the price
and value of goods then & there sold & delivered
by the Plff to the Debtors at their request

And in \$50,00 dollars for the
price and value of goods then & there bought
and sold by the Plff to the Debtors at their
request

And in the sum of \$50,00 for
Money lent by the Plff to the Debtors at their
request

Ex. Docket page 408

James Galloway
hs

Jas. Mc Gray

Dam.	369.00
Costs	9.13
Merger	5.63
Writ	41

Gr. Nov. 15 th 1841	\$ 100.00
" March 22 ^d 1843	98.00
" Feb. 3 ^d 1844	103.00
" Nov 7 th "	63.00
" Jun 20 th 1846	10.00

Gird Aug 3^d 1847
John Cassie CM

Recorded

Received this writ June 24th 1847
June 30th 1847 \$300.00
Fees Service 35
Bondage 80
Total \$415.00

Printed by Charles Knapp

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING;

We hereby command you to expose to sale these ~~lands and tenements of~~ *goods & chattel*
of *James McElroy*, to wit. *twenty thousand*
Brick in the kiln

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *James Gallaway* the sum of

three hundred & sixty nine dollars and *cents*,

for his damages, together with \$ *9,14* for his costs, with interest thereon from the *third* day of *Nov* A. D. 184/ until paid; which late in our said Court the said

James Gallaway recovered against the said *James McElroy* as of record is manifest. Also \$ *5,63* increase of costs, and accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgt. aforesaid, then you

are commanded, that you levy the same *upon the goods & chattel* or *lands & tenements*, as the law shall permit *you* being the property of the Judgt. Debtor, which with the property on hand will, And that you have *exposed* said Judgt.

the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said *James Gallaway*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *24th* day of *Jun*

A. D. 1847.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1845-CV-0027

No. 45-CV-27

Union Common Pleas Court.

Sylvester Willard

Plaintiff,

AGAINST

William Green et al

Defendant.

JUL TERM, 1846

Judg vs Default

Journal 3

Page 412

Record No. 4

Page 536

Ex. Doc. 1

Page 409

Miss Com Ples

Sylvester Willard
vs
Transcript
Mr. Green et al

Filed

August 18. 1845

John Cassil clk

Cast billman

Records

Sylvester willard

vs

William Green

Nathan Spurgin

Justices fee \$00. 75

const fee 40

witness fees 25

transcript 31

State of Ohio

Union county

Dover township

action of Debt

Suit brought on a
note of hand of which
the following is a true
copy

March the 4
1843 two years after
date for value received
we or either of us promise
to pay allen case or
bearer ~~the sum of~~ thirty
dollars with intrest as
witness our hands

I assign the within
without recourse

William Green
Nathan Spurgin

19 april 1843 allen case

June the 10 1845 note filled and summons
issued and ~~delivered~~ delivered to jacob myres const
for the appearance of dependants on the the 14 day
of June 1845 at ten o'clock A.M. of that day

June the 11 1845. Summons returned endorsed
Served by ~~reading to William Green~~ or William
Green by reading June the 10 1845 fees 20 cent
Served on Nathan Spurgin by reading June the
10 1845 fees 20 cent. myres const

June the 14 1845 ten o'clock A.M. dependants
appeared and the plaintiff did not attend
trial had the dependants plead that the note
was obtained by fraud Douglas Green was
examined as a witness on behalf of dependants
and the case reserved for consideration to
the 24 inst ten o'clock A.M. June the 24

June the 24th ten o'clock till the not
is considered by me not to be fraudulently
obtained and judgment is rendered against
william green and nathan Spurgin in
favor of Sylvester willard for the sum of
thirty four dollars and 13 cts debt and
costs of suit herein taxed at \$1.16 cts

P Said J P

~~I certify the within to be a true transcript of~~

In the action of Sylvester willard against
william green and nathan Spurgin I Amos
Spurgin acknowledge myself bail for
appellants in the sum of one hundred
dollars to be levied of my goods and
chattel lands and tenement, in case
the appellants shall be condemned in
the action and shall fail to pay the
condemnation money and cost that have
accrued or may accrue in the court of
common pleas

Amos Spurgin

Taken signed and acknowledge this 28 day
of June 1845 before me P Said J P

I certify this to be a true transcript from
my docket of my proceedings in the case of
Sylvester willard and Nathan Spurgin
and William green

August the 8th 1845

P Said J P

Millard

u

Green et al

Filed April, 27, 1846

John Cassida

Know all men by these presents that We Sylvester Willard
and Mr Hays, are held and firmly bound unto Charles
Green & others in the penalty of One hundred dollars
lawful money, to the payment of which we and
truly to be made we bind ourselves our heirs Executors
and administrators firmly by these presents sealed
and signed by us this 27th day of April 1846.

The Condition of this bond is this, the said Sylvester
Willard, on the 15th day of April AD 1846. was ruled
by the Court of Common Pleas of Union County to
~~give~~ security for costs in 2 certain actions of
assumpsit, commenced before J. P. and appealed
to said Court, against Charles Green et al,
now if the said Sylvester Willard shall well
and truly pay all costs and charges, that may
be awarded ~~against him~~ said two cases, in assumpsit
wherein Sylvester Willard is Plaintiff & Charles Green
et al Deft, then this bond to be of no effect, other
wise to remain in full force,

Attest,

Wm Hays

Deal

Deal

1843

after date for
me or either
of my heirs
Henry Walters with

witness: here

William Green
Katharine Green

Millard

Green et al

Filed April 14 1846
Joh Cassil et al

Cop .3

S. Willard
vs
C. Green et al } Appeal
The clerk will
issue a subpoena in this case
for Amos McNary and Presley
said returnable forthwith Piff
witness in this case
I am W. Crauford
Atty for Piff

are in full release for work and labour
can and materials promised by the
for Sept at their request

Since it is full release for money
from a sum from Sept to Sept upon an
account stated between the

Since the Sept being as in relation
to the Sept in account of promise to pay
the same several sums of money to the
when they should be made to a further request
but the Sept have not paid the said several
sums of money to the Sept nor any part thereof
though often requested to the Dan of the
Sept to make full release and therefore
the same &c

By J. D. B. G. Mason
his atty

Union Comm Pleas
Act of Gen / 45

Sylvester Williams
vs
Willie Green et al

Amended Pleas

Filed April 16th
AD 1846
John Capel Clerk

Copy 36.

Crawford

Union County Common Pleas
October Term AD 1845

Sylvester Willard complains of Nathan William
Green and Nathan Spurgeon in a plea of Debt
for that whereas heretofore to wit on the 4th day
of March one thousand eight hundred and
forty three at Union County aforesaid the said
Defts. made then certain writing obligatory of that
date commonly called a sealpa h^ois sealpa with
their seals and then & there delivered the same
to Allen Case (and to the court now here shown
and thereby then & there promised to pay the said
Allen Case or leave the sum of thirty dollars
in two years after date which period has now
elapsed and the writing obligatory was on
the 19th day of April AD (1843) one thousand
eight hundred and forty three duly transferred
by said Allen Case by endorsement to the
Plff of which the Defts. had notice and
the said Defts. then & there promised to pay the
said Plff the said sum of thirty dollars with inter-
est according to the tenor and effect thereof but
the Defts. have not paid the said Plff the said sum
of thirty with interest nor any part thereof to the
damage of the Plff to wit fifty dollars and three
cents

By Sadr Crawford
his atty

And the said Defts. on the 1st day of June 45
at Union County aforesaid was indebted to
the Plff in the further sum of fifty dollars for
the price and value of goods then & there bought
and sold by the Plff to the Defts. at their request
And in the sum of fifty dollars
for the price and value of goods sold
and delivered by the Plff to Defts. at the request

S. Willard
vs
C. Green & N. Green } Debt — \$30.00
 } Damage — 6.15

S. Willard
vs
N. Spurgeon & A. C. } Debt \$30.00
 } Damage 6.15

And in the sum of \$5000 for Money lent by
Dy to Dy to at the request

And in the sum of \$5000 for the
price & value of work done & materials provided
by the Dy to Dy to at the request

And in the sum of \$5000 for Money
found due from the Dy to Dy to, the Dy to Dy to upon
an account stated between the

And the Dy to being so indebted to the Dy to
in debt & promised to pay the said several
sums of Money when they should be thereunto applied
request a bill of the said Dy to have not paid the
the said several sums of Money to the Dy to nor will
of the nor any part thereof though the request
be to do to the damage of the said Dy to \$5000
and to pay to the said

By the Court
his attorney

Miss Ann Pleas
October 29 1845

Sept 29 1845
Wm. Green et al

Man

Filed Oct. 29. 1845
John Cassil Clerk

Recorded

Copied "90
Crawford

Union County Common Pleas

actonem Gen. AD 1845

Sylvester Willard complains of
William Green and Nathan Spurgin in a
plea of ~~assumpsit~~ for that whereas heretofore
to wit on the 4th day of March AD 1843 at Union
County aforesaid the said Defts made their pro-
mises in writing ^{sealed with their seals} that date and deli-
vered the same ^{and to the effect now in show} to Allen Case and then & there
promised to pay the said Allen Case or bearer
the sum of thirty dollars with interest two years
after date which time has now elapsed and
the said Allen Case on the 19th day of April 1843
transfereed the same by endorsement to Sylvester
Willard of which the Defts had notice and then
& there promised to pay the said sum of thirty dol-
lars with interest to the said Sylvester Willard
according to the tenor & effect thereof but the said
defts have not paid the said sum of thirty dollars
with interest to the said plff nor any part
thereof to the damage of the said plff to wit \$5.00
and therefore he sues

Dup. Callbrae for
his Atty

and the said Defts on the 10th day of June
1845 at Union County aforesaid were and
was indebted to the Plff in the further sum
of fifty dollars for the price and value of
goods then & there bargained and sold by
the Plff to the Defts at their request

And the sum of \$50.00 for the price
and value of goods then & there sold and
delivered by the Plff to the Defts at their request

Union Court Recs

Willard

"

Green

Filed July 24, 1846
Joh Cassidk

Union Cannon Pleas
July Term 1846

J. Willard

vs

C. Gunn et al

In Debt

The clerk will
issue subpoenas for Presley
said Piff in this case

Compro
Atty for Piff

Willard

vs

W. Gunn et al

In Debt

The clerk will
issue subpoenas for Presley
said Piff in this case

Compro
Atty for Piff

Minor Con Plans

Green & Spurgeon
~~Adm~~

Sylvester Willard
Plans

Filed April 13. 1846

John Cassil Clk

Records

Copy. 10

Charles Green & Nathan Spurgeon

ads

Sylvester Wallard

Union Cour. Pleas.

and the said debts now
come & defend when the

and say that they did not assume and promise in manner
and form as the said Plaintiff hath thereof declared against him
and of this he puts himself upon the Country

By Mr C. Lawrence

and the Plaintiff and his counsel will take notice that the debts
on the trial of this case will insist and prove that any
promissory note or other instrument held by the Plaintiff
or debts was obtained by fraud, covin and deceit

By Mr C. Lawrence atty

Union Courthouse

S. Willard
vs
C. Green et al

service — 25
Mileage — — 30
\$5,55

Wm M Robinson
Sheriff
Filed April 16. 1846
John Canfield

Served this writ by sending to James
McHenry and by copy on Presley Smith

April 14th 1846

J. P. Mac
J P Sheriff

The State of Ohio Union County, ss
We command you to summon Amos M. Nairy
& Presley said to be and appear before our Court
of Common Pleas of said County, at the Court House
in the town of Marysville, on the forthwith to testify
and the truth to speak on behalf of S. Willard in
a certain matter in controversy in our said Court
depending: wherein S. Willard is Plaintiff & C. Green
& al are defendants. And this they shall in no
wise omit under the penalty of the law: and so
then then there this writ

Witness your hand, clerk of said
Court at the Court House aforesaid
this 14th day of April A. D. 1846
John Basil, clerk

Union Court Pleas
S. Willard

Chas Green

Service -- \$012 $\frac{1}{2}$
Mileage --- 35

47 $\frac{1}{2}$

Wm W Robinson
Sheriff

Filed July 24th 1846
John Caspell, Clerk

Served this writ July 25th 1846 - by
sending to the within named witnesses

W. C. Allen Deft Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

We command you to summon

Presley Said

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse, in the town of Marysville, on the first day of next term, at ten o'clock A. M., to testify and the truth to speak on behalf of *Sylvester Willard*

in a certain controversy in said court depending, wherein *Sylvester Willard*

is plaintiff, and *Charles Green*

is defendant: and this *he* shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house aforesaid,

this *24*

day of *July*

A. D. 184*6*

John Cassil

CLERK.

Filed October 14. 1846
 Wm Capital Clerk.

E + Doc: P.P. 409

Lylester Willard

William Green and
 Nathan Spurgeon

Debt.	\$ 30.00
Dam	6.15
Costs	6.77
Writ	41

Service - - -	\$0 35
Mileage - - -	40
Parndage	36
Levy - - -	35
Bond - - -	50
advertising -	25
Printers fee -	221
	50

Recorded
 Jm Robinson
 Sheriff
 advertised

Received this writ August 12th 1846
 Served Sept 26th 1846 - on one Gray Mare one Clock
 Two Cans Two Twoyear old Peppers one Coal 6 Head of
 Hoys & one Wagon as the property of Nathaniel
 Spurgeon and left the same in the possession of the
 said Spurgeon and took Bonds for the redelivery
 of said goods signed by Wm Green
 Received Seventeen Dollars & 50 cents ~~at~~ Sept 30th
 1846. Advertised the above described goods and
 chattels in the argus for Sale on the 12th day
 of Oct 1846 - between the Signils "Times of 10 o'clock
 at N & 4 o'clock P M. at the residence of Nathaniel
 Spurgeon in Dover Township Oct 9th 1846 Received Twenty
 Dollars in Cash, and Clerks and Printers fees four
 Dollars & Eighty four cents. Received four Dollars and 18
 cents in full of the above, Jm Robinson Sheriff
 Case

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28 day of July A. D. 1846.

Sylvester Willard
recovered against William Green and Nathan
Spongeon.

as well as the sum of

_____ cents for his
dollars and Fifteen cents, for his
\$ 6.77 for His

Thirty dollars and
debt, as the sum of \$ 30

damages as also the sum of
cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said William Green and Nathan Spongeon,

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 28th
day of July A. D. 1846, until paid: also the sum of

\$ _____ the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Sylvester Willard

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the
court-house aforesaid, this 11th day
of August A. D. 1846.

John Cassil Clerk

Et Doc: P.P. 408

Dylvester Willard

Charles Green and
William Green

Debt.	30.
Dam.	6.15
Costs	6.19
Writ	.41

Service - - -	\$0.35
Mileage - - -	40
Lang - - -	35
Bond - - -	50
Poundage -	84
	<hr/>
	\$2.44

Wm W Robinson
Sheriff

Filed October 14. 1846
John

Recorded

Received this writ August 12th 1846

Served Sept 26th 1846 on one Bay Mare 2 Cows 10 Head
of Hogs & one Clock and left the same in the possession
of Charles Green he being the defendant. and took
Bonds for the redelivery of said goods & Chattels signed
by Charles Green & Wm Green

Sept 29th Money made in full
Wm W Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the *28th* day of *July* A. D. 184*6*.

Sylvester Willard
recovered against *Charles Green and William Green*

as well as the sum of _____ cents for *his* *Thirty* — dollars and
_____ cents for *his* debt, as the sum of *six*

dollars and *Fifteen* cents, for *his* damages as also the sum of

\$6.19 — for *his* cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said *Charles Green*
and William Green

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the *28th*

~~July~~ day of *July* — A. D. 184*6*, until paid: also the sum of

\$ _____ the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said *Sylvester Willard*.

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the
court-house aforesaid, this *11th* day

of *August* A. D. 184*6*.

John Cassil Clerk

Civil/Domestic Case File
Case No. 1845-CV-0028

No. 45-W-28

Union Common Pleas Court.

E. S. Lee -

Plaintiff,

AGAINST

Elijah Wolford

Defendant.

APR TERM, 1846

JUDGMENT VS DEFENDANT

\$12 12

Recorded &
Indexed.

Journal 3

Page 401

Record No. 4

Page 525-

Ex. Doc. 1

Page 393

sum of fifty dollars to be levied of my goods and chattels
lands and tenements in case the applicant shall be concerned
in the action and shall fail to pay the condemnation
money, and costs that have accrued or may accrue in
the bounty of Benjamin Deas

Leominster Court

Taken signed and acknowledged, on this 31st day of May
1845 before me
Saml^r M^r Williamson J. D.

The State of Ohio

Union County Ohio Township of } I do hereby certify, that
the above is a full and true copy from my pocket, of
the proceedings had by and before me in the above
cause

James M^r Williamson J. D.
of the of said township.

Lisha P. Lee
vs
Dajah Wolford

Transcript 31/4

Filed Aug 18. 1845
John Cassil Clerk

2/11
2/11
2/11
2/11

The State of Ohio Union County ss

Paris Township

Elisha G. Lee vs Elijah Wolford

Suit brought on a Book account
Items amount to \$13.50 on which
is a credit of \$1.37 1/2

Diffs costs May 17. 1845

Bill of Particulars of plaintiff
Lus issuing Sum 12 1/2
Subpoena 12 1/2
Serving Pff 4
Serving Wit 4
Bail 25
Court serving Sum 10 1/2
" Sub 10
Mileage 40

filed and summons issued and delivered to
William Wells Constable for appearance of the
defendant on May 24th 1845 at 10 o'clock
A.M., May 19-1845 summons returned
indorsed served by reading to the defendant.
fee, service by mileage 20 = 50 May 19. 1845
Wm Wells Const.

Wit M Collins 50
Transcript 31 1/4
Defts Costs

May 17. 1845 Subpoena issued and delivered
to William Wells Constable for Matthias Collins
at request of Plaintiff

Lus issuing Subpoena 16 1/2
Serving 2 Wit 8
Judgt 25
Court serving Sub 25

May 23. 1845 Subpoena issued for
Jeremiah Curl & Stephen F. Kinney at
request of Defendant and delivered to
Wm Wells Const.

J Curl Witnes 50
S. F. Kinney .. 50

May 24. 1845 10 o'clock A.M.
The parties appeared. Trial had,

The plaintiff sworn and examined as to
the validity of his book account. Matthias
Collins sworn and examined as a witness for the Plaintiff
and Jeremiah Curl & Stephen F. Kinney sworn and
examined as witnesses for the Defendant. It is thereupon con-
sidered by me that the plaintiff hath no cause of action
nor claim in the premises against the defendant, and that the
defendant recover of the plaintiff his costs herein taxed at one
dollar and seventy four cents

Notice of appeal by Plaintiff

In the action of Elisha G. Lee against Elijah Wolford I Jeremiah
Curl acknowledge myself bail for the appellant in the

L. Q. Lee

^{vs}
Elijah Wolford

Bill of particulars

Filed May 17. 1845

J. M. Williamson J.P.

Filed Aug 18. 1845
John Cassil clk

Elijah Walford To E G Lee Dr

To Medical bills for Family

\$ 13 50

Or 13 5/8 Bushels of Potatoes

1 3 7/8

B

9th May 1845.

\$ 12 12 1/2

Elijah Walford To E G Lee Dr

To visit wifes sister at his home & Medicine	\$ 2.00
12 April 1843	
18 th To visit also wifes sister do & Medicine	1.75
21 To visit also Do Do & Medicine	1.75
26 th January To visit wifes sister at Emersons & Medicine	3.00
1844. 29 To visit Do & Medicine.	2.00
15 th February To visit also & Medicine	2.50
21 Do To visit and Medicine call	1.00
	<hr/>
	\$ 14.00
	Cr
	1 37 ¹ / ₂
	<hr/>
	12.62

Elijah Walford Cr

November the
21st 1843 By four Bushels of Potatoes 25¢ 33¢ \$ 1.00
4th April By 1¹/₂ Bushels Potatoes 37¹/₂
1844

In Union Com Pleas

Elisha G. Lee

^{vs}
Elijah Wolford

Nar

Filed Dec 21st 1845
John Cassel Clerk

Recorded

D. B. Allison

The State of Ohio } In Union Court Pleas -
Union County SS } Of August Term A.D. 1845.

Elisha B. Lee, complains of
Elijah Wolford, in a plea of Assumpsit.
For that, whereas, the defendant on the first
day of May, in the year of Our Lord, one
thousand eight hundred and forty
five, at the county of Union, Ohio,
was indebted to the plaintiff in the sum
of thirteen dollars and fifty cents, for work
then and there done, and materials for the
same provided, by the plaintiff for the defen-
-dant, at his request:

And in thirteen dollars and fifty cents
for the price and value of goods and
chattels then and there bargained and
sold by the plaintiff to the defendant, at
his request:

And in thirteen dollars and fifty cents, for
money then and there received by the defendant,
for the use of the plaintiff:

And in thirteen dollars and fifty cents, for
money found to be due from the defen-
-dant to the plaintiff, on an account then
and there stated between them.

And the defendant afterwards, on the
day and year aforesaid, at the county aforesaid,
in consideration of the premises respectively,
promised the plaintiff to pay him the said several
sums of money on request, yet the defendant
hath disregarded his promises, and hath not paid
any of the said moneys, or any part thereof; To the
damage of the plaintiff of fifty dollars; and therefore
he brings his suit, &c.

By C. W. Allison His Atty

Union Court Pleas

E. Q. Lee

[^]
E. Wolford,

Filed April 13. 1846

John Cassil Clk

Eliat Woolford
A S S
& G Lee

for trial April term
1846
Prestly, Va.

Wm Emerson John Simpson
& Peter Belmith are wanted
as witnesses on behalf of deft
3^d day

Ben W Lawrence
att for deft

667

Filed April 13. 46
John Cassin M

[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page]

[Faint handwritten text, possibly bleed-through from the reverse side of the page]

103

E. S. Lee

In Union Court Fees.

^{ms}
Elisha Wolford

Clerk will issue subpoenas
to Deatus W. Skinner, R. P

Nathan Jeremiah Curl, and
~~Nicholas Wolford~~
to testify on the above
case on behalf of the Plaintiff,
for 3rd day by agreement.

April 13th 1846. Chas Allison atty for Def

E Wolford

ads

E. P. Lee

Filed May 24. 1845

for the Willinson Id

Filed Aug 18. 1845

John Cassin Clerk

E. C. Lee

Dr To E. Wolford
To Six bushels potatoes $37\frac{1}{2}$ p. bush.

2.25

Union County

P. G. Lee

vs

Elijah Wolford

Replication

Filed April 13th 1846
John Caspell, Clerk

Journalised

Elisha G. Lee

vs

Elijah Wolford

} In Union Court Pleas

And the said Elisha

G. Lee now comes and for replication
to the plea of the said defendant where
- by he puts himself upon the Country,
saith that he (said plaintiff) also doth
the like

By C. W. Allison His Atty.

Union Con Pleas

C. G. Lee

E. Molford

Service - - 4-40

Mileage - 30

Copy - - 15

60,95

Wm W Robinson
Sheriff

Dated April 14th 1846

John Casil, Clerk.

Send by copy on Free Emersion by copy
and on the remainder of the witnesses
by receipts April 14th 1846 -

W E. Case - J P. Murphy

State of Ohio Union County ss.

To the Sheriff of Union County Greeting

We Command you to summon Prestley said Wm Emerson John Simpson
& Peyton B. Smith to be and appear before our Court of Common Pleas at the Court
House in the Town of Marysville, on the 3^d day of the next Term @ 10 o'clock AM

To Testify and the truth to speak on behalf of Elijah Molford in a Certain matter
pending wherein E. G. See is Plaintiff and E. Molford is defendant and
that they shall in no wise omit under the penalty of the law.

And have you then there this writ, Witness John Cassil Clerk of
said Court at the Court House aforesaid this 13th day
of April A.D. 1846. John Cassil Clerk,

Union Cow Pleas

E. G. Lee

E. Melford J.

Service — \$0,50

Mileage — $\frac{15}{65}$

Wm M Robinson

Sheriff.

Filed April 16. 1846

John Cassillo

Should this writ be reading to each of the
within named witnesses — Termant Carl demanded
his fees which was not paid —

Wm M Robinson Sheriff

State of Ohio Union County ss.

To the Sheriff of said County Greeting
We command you to summon Deputies W. Skinner - R.
P. Mann Jeremiah Curl, and Nicholas Belveal, to be
and appear before the Hon Judges of our Court of
Common Pleas of said County at the Court House in
Mansfield on the 3^d day of the next Term 9 o'clock
AM. to testify and the Truth to speak in behalf
of E. G. See in a certain matter pending wherein
E. G. See is Plaintiff and Elijah Wolford is
Defendant and of this they shall in no wise omit
under the penalty of the Law, Witness John
Cassil Clerk of said Court at the
Court House aforesaid, this 13th
day of April A.D. 1846.

John Cassil Clerk

Amor Com Plea

Elijah Woolford

at

Elisha S. See

Plea

Filed April 13. 1846

John Cassil Clerk

Elizah Woodpro
att

Elisha G Lee

Union Com Pleas for Oct
Term 1846

And the said Elizah now comes
and defends to & and says that he did not assume and promise
in manner and form as the said Plaintiff hath declared
against him and of this he puts himself upon the
country

By Mr C. Lawrence att for deft

The Plaintiff and his atts will take notice that the
Defendant on the trial of this case will insist and
prove that any work and labor which the ~~deft~~ ^{Plaintiff} may have
done was performed for one Eliza Emerson
and at her request and not for this deft nor at his
request and that the said Eliza Emerson sent
by deft six Bushels of Potatoes in pay of said work &
Labor and that this deft never did bind himself as
required by Statute to pay the deft of the said

By Mr C. Lawrence

his att

Ex. Docket page 393

E. G. Lee

vs

Orjal Walford

Damages	\$12.12
Costs	17.21
Merch	4.36
Writ	41

Filed May 5, 1847
John Capile Clerk

Recorded

March 15th 1847 made on this Execution \$14.00

Few Service 34

Poundage 25

Philip Smider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those ~~lands and tenements of~~ *goods & chattel*
of Uijah Walford, to wit; one Windmill, one
clock, 2700 brick & one barn

which according to our commands you have taken into your hands, and which remain unsold as you have
certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Elisha G.*

Lee the sum of
twelve dollars and *twelve* cents,

for his damages, together with \$ *17,21* for costs, with interest thereon from the

16th day of *April* A. D. 1846 until paid; which late in our said Court the said
Elisha G. Lee recovered against the said *Uijah Walford*

as of record is manifest. Also \$ *4,36* increase of costs, and accruing costs.

And if in your opinion the property in your hands
not sold will be insufficient to satisfy the judgment
above said, then you are hereby commanded that you levy
the same upon goods and chattels, as the law shall permit
you being the property of the judgment Debtor, which
together with the property at hand will satisfy said judgment And that you have

the same before the said Court at the Court House in Marysville, on the first day of their next term, to ~~re-~~
~~fer unto said~~

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *25th* day of *December*

A. D. 1846.

John Cassil CLERK.

Et. Docket No 393.

Elisha Q. See

v.

Elijah Wolford,

Dam.	12.12
Costs	17.21
Att.	41

Service - - -	\$0.35
Levy - - - - -	0.34
Mileage - - -	0.25
Band - - - - -	0.50
Mileage - - -	25
Advertising -	25
<hr/>	
	\$1.95

Printed for
Jm M Robinson
S Sheriff

Filed July 13. 1846

John Cassil Clk

Recorded

Received this writ May 15th A.D. 1846 -

Served June 9th 1846 - one Windmill one Clock 2,700 Brick
and one Cow - Seized the above property in possession of Defendant
at his request - took Bonds for \$75.00 for the redelivery of said prop-
erty when and where the same may be offered for sale by virtue
of said Levy - signed by Elijah Wolford & Elias Symon

admitted the above goods and Chattels in the
argus, for Sale on the 13th day of July A.D. 1846

Not Sold for want of bidders -

July 13th 1846 -

Jm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14 day of May. A. D. 1846.

Elisha G. Gee,
recovered against Elijah Wolford.

as well as the sum of Twelve dollars and

Twelve cents for

~~debt, as the sum of~~

~~dollars and~~

~~cents, for~~

damages as also the sum of

\$ 17.21.

for his

cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said

Elijah Wolford.

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 16

day of May.

A. D. 1846, until paid: also the sum of

\$

the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said

Elisha G. Gee,

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the

court-house aforesaid, this 14.

day

of May

A. D. 1846.

John Cassil

Clerk

Civil/Domestic Case File

Case No. 1845-CV-0029

No. 45-CV-29

Union Common Pleas Court.

Thomas Crippen

Plaintiff,

AGAINST

David Nixon

Defendant.

OCT TERM, 1845

Settled.

No Record.

Journal 3

Page 346

Record No.

Page

Ex. Doc.

Page

Thomas Crippen
vs
David Dixon
Transcript-

Filed Aug 18. 1845
John Cassie clk

Cost bill entered
No record to be made

Transcript 3 1/4

The State of Ohio Union County

Paris Township

Thomas Crispen vs Suit brought on Damage. Damages claimed \$15.00

David Dixon Bill of particulars filed

Subt \$15.00 June 9. 1845 Summons issued and delivered

Plffs costs to Wm Wells Constable for appearance of

1st sub 12 1/2 Dependant June 17. 1845 at one o'clock P.M

2 sub 24 1/2 June 16. 1845 Summons returned "served by copy left

with Defendants wife and the contents made known to

3 sub for 2 day 32 1/2 his, fees service 12 1/2 Milage 20 June 11. 1845

Sweary 5 wit 20 Wm Wells Const

Judgment 25 June 9. 1845 Subpoena issued for Samuel Dixon

Court new term 12 1/2 Sarah Ann Dixon Thomas Wight & Robert Wight for

appearance June 17. 1845 at 1. o'clock P.M at request

Subpoena 62 1/2 of Plffs.

Witness Saml Dixon 50 June 11. 1845 Subpoena issued for Peter Looking

Th Wight 50 bill, Daniel Duwall for appearance June 17

12 Wight 50 1845 at 1 o'clock P.M at request of Dept & deliv

John Wight 50 ered Dept.

J P Graham 50 June 13. 1845 Subpoena issued for John Wight

Sarah A Dixon 50 & John Graham as witnesses at request of Plff &

J Marshall 50 delivered Plff

Depts costs June 17. 1845 one o'clock P.M.

1st sub 16 1/2 Parties present and thereupon on

2 sub 20 1/2 application of dependants this cause was adjourned

adjournment 10 until the 28th day of June 1845 at one o'clock

P.M. -

Sweary 3 wit 12 June 27. 1845. Subpoena issued for Sarah Ann

Satisfact 10 Dixon - Thomas Wight Robert Wight John Wight

Witness 1st Day 69 John P Graham and Joshua Marshall at

D Duwall 50 request of Plaintiff

Hookeinsie 50 June 28. 1845 Subpoena issued for Sarah

2 day Job Liggert 50 Liggert Levi Hinton & John Black at request of

L Hinton 50 Dependant.

P Lukeinsie 50

J P Graham 50

Transcript 31 1/4

June 28. 1845. one o'clock P.M. Parties present Trials had Sarah A. Dixon. Joshua Marshall sworn and examined on the part of the plaintiff. and Robert Trigg & John Trigg and John D. Graham sworn on the part of the Plaintiff but not examined, Job Liggitt Levi Hinton & Peter Lubkin. Bill sworn and examined on the part of the Defendant. John Black present on the part of the defendant but not sworn & John D. Graham examined on the part of the defendant. And I do find that said defendant did wrongfully take from the said Thomas Crippen plaintiff one cow of the value of

\$12.00

That said Plaintiff is entitled to damages to the amount of 8.25-
for the loss of the use of said cow ~~\$12.00~~
making in all the sum of 20.25-

But inasmuch as the Plaintiff only claimed in the writ & his bill of Particulars the sum of fifteen dollars. It is therefore considered by me that the said plaintiff recover of the defendant the said sum of fifteen dollars and his costs herein taxed at five dollars and seventy six cents

Notice of appeal by Defendant.

In the action of Thomas Crippen against David Dixon we William Ramsey and John Black do acknowledge ourselves bail for the appellant in the sum of Fifty dollars to be levied of our goods and chattels, lands and tenements in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs that have accrued or may accrue in the Court of Common Pleas

(Wm Ramsey)
John Black

Taken signed and acknowledged, on this 7th day of July in the year 1845 before me
The State of Ohio } James M. Wilkinson J.P.
Union County Paris Township ss } I do hereby certify that the above
is a full and true copy from my docket

of the proceedings had by and before me in the above cause
James M. Wilkinson J^r Clerk
of the aforesaid Township

houses numerous notes goods and chattels to wit
ten horses ten mares ten geldings ten bulls, ten
cows of great value to wit of the value of fifteen
dollars and being so purchased the said Thomas
Bishop afterwards on the same day last the
same and the same afterwards on the same day
came into the possession of the said David Bishop
by binding. Yet the said David Bishop though
he well knew the same to belong to the said Thomas
Bishop yet intending to injure and defraud
him thereof refused to deliver the same to the said
Thomas Bishop through threats requested. Just
afterwards on the same day conveyed the same
to the said ~~Thomas~~ use of the said David Bishop to
the damage of the said Thomas Bishop fifteen
dollars & therefor he does

Ray P. B. Leale his atty

Thomas Bishop
vs
David Bishop

Filed Aug 29 1861
John Cassel, Clerk

State of Ohio }
Union County ss } Court of Common Pleas
August Term A D 1845

Thomas Crispin complains of David Dixon in a plea of the case for that whereas on the first day of May at the County of Union aforesaid the plaintiff was possessed of a certain team of the value of fifteen dollars as of the proper goods and chattels of him the plaintiff whereby he received benefit and profit. yet the defendant not ignorant of the promises but maliciously intended and contriving to injure the plaintiff in this particular then and there drove said team away from the premises and possession of the plaintiff and converted her to his the defendant's own use whereby ~~the~~^{he} lost the benefit and profit which he actually received of said team and was thereby much injured to the damage of the plaintiff fifteen dollars

And whereas also on the first day of May in the year 1845 at the County aforesaid the said David Dixon with force and arms took and carried away the goods & chattels to wit one team of the plaintiff then & there found and being of great value to wit of the value of fifteen dollars and converted the same to the use of the said David Dixon against the peace and to the damage of the said Thomas Crispin fifteen dollars

And the said Thomas Crispin further complains of the said David Dixon for that whereas the said Thomas on the first day of May 1845 at the County aforesaid was lawfully possessed of certain cattle & goods

Thomas Leppin
vs

David Lyon

Bill of Particulars

Filed June 17. 1845

David Dixon

To Thomas Crispin

or

In damages To entering plaintiffs ~~land~~ and
~~taking~~ ^{forcibly} driving away one Cow

\$ 15.00

To ^{forcibly} taking one Cow from plaintiff's possession
and converting ^{to his} ~~to his~~ own use

\$ 15.00

Civil/Domestic Case File

Case No. 1845-CV-0030

Civil/Domestic Case

1845-CV-0030

located with

Supreme Court Case

1846-SC-0001

Civil/Domestic Case File
Case No. 1845-CV-0031

No. 45-CV-31

Union Common Pleas Court.

Lamb, Little & Co

Plaintiff,

AGAINST

Alex Cogswell

Defendant.

OCT TERM, 1845

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3

Page 364

Record No. 4

Page 468

Ex. Doc.

Page

Union Com. pleas.

Reubin A. Lamb et al.

vs

Alexander Congill

vs

Principals in ass.

Damages \$500.

Filed Aug 19. 1845
John Cassil Clerk

A. Rannery aty.

Reuben A. Lamb
& Nathaniel W. Little
& Cyrus Platt of the
firm of Lamb Little & Co.

In Assumpsit

vs
D'Amaze \$500.

Alexander Congill

Issue a summons returnable forth-
with; Indorse "Laid, brought on

a note of hand made by the defd. to the plffs or
bearer for three hundred and fifty Dollars bearing date
of being due on the 7th day of July AD. 1845. with
interest, &c. Also for Goods sold & delivd. money
had & owing, Account stated &c. And claims to be
due \$500.00.

J. Ramsey Atty. for plffs.

Aug. 19th /45

To The Clerk of
Union Cy. Court please O.

cc

Union Court Pleas
Reuben A. Lamb et al

- Apumpant

Alexa Cowgill

August 20th 1845

Served by copy

Service — 35

Mileage — 40

Copy — 15

\$ 1,20

Wm M. Robinson

Sheriff

Filed Aug 20 1845

John Cassil

Just her on a Note of Hand made by the Defendant
to Plaintiff on loan for three hundred and fifty
dollars bearing date and being due on the 1st day of May
1845, with interest to, also for Goods sold
and delivered money had and received account
stated to and claimed to be due \$572,00

Aug 19. 1845

J Ramsey att for P^l

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon *Alexander Cowgill*

Forthwith to appear
~~on the first day of our next term~~, before the Judges of our Court of Common Pleas, in and for the County

aforsaid, at the Court House in said County to answer unto *Reuben A Lamb*
Nathaniel N Little + Cyrus Platt of the firm of
Lamb Little + Co

in a plea of *Assumpsit* damages *Five hundred* dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *19* day of *Aug* A. D. 1845

John Cassil CLERK.

Union Com. Pleas
Lamb Little & Co.

no.

Alexander Congill

Mar. in Assumpsd.

Filed Sept 15th 1845

John Cassil, clerk
cost bill entered

Recorded

The clerk please
file the plea the
last line of the decla-
ration with the amt. of
damages laid in Proct
& file the same & obly

MR

One returns the defendant's answer, on the day &
you had appeared in court, in consequence of the promise, that
and there promises to pay the said demand & sum of money
to the plaintiff on request; yet the said defendant
his promise, and both had paid the said demand &
of money, nor either of them, nor any had thereof; the
the damage of the said Plaintiff & Lamb Little & Co.
"N. Little & Co. of the firm of "Lamb Little & Co."
\$500. One therefore they bring said &c.
by their atty. McConney

Union County ^{vs.} Court of Common Pleas
August Term A.D. 1845.

Between A. Lamb & Nathaniel W. Little & Cyrus
Blatt partners trading under the name & firm of
"Lamb Little & Co" complain of Alexander Con-
gill in a plea of Assumpsit, for that whereas the
said Alexander Congill on the 7th day of July
A.D. 1845 at the County aforesaid made his pro-
visory note or scribble in writing in the following
x words to wit: "Due Lamb Little & Co or bearer
Three Hundred & fifty Dollars for value received"
which was duly signed by the s^d Alexander Congill
and dated the day & year last aforesaid & then and
there delivered the same to the said plaintiffs, and
they promised to pay to the said plaintiffs or bearer
the sum of \$350.00 on the s^d 7th day of July A.D.
1845 which time has now passed: And the s^d Alex-
ander Congill then and there in consideration of the
promise promised to pay the am^t. of the said note to
the said plaintiffs according to the effect & tenor thereof.

And also for that whereas the said Alexander
Congill on the 7th day of July at the County of Union
was indebted to the s^d Rubin A. Lamb & Nathaniel W.
Little & Cyrus Blatt by the s^d name of their firm -
"Lamb Little & Co" in the sum of four hundred Dollars
for the price and value of goods, then & there bargained
and sold by the plaintiffs to the defendant at his request
And in \$400.00 for the price & value of goods, then
and there sold and delivered by the plaintiffs to the def^t.
at his request.

And in the sum of \$400.00 for money found to be due
from the def^t. to the pl^{ts} on an account then and
there stated & there returns there. And in the sum of
\$100.00 for money then & there lent by the pl^{ts} to the def^t at his
request.

N 191

A. M. Cowgill

\$ 350.00

\$ 350.00

Let 3 mo. 25d. 653

Days \$ 356.53

\$30.00

Due Lamb Little Co. on beaver
Three hundred and fifty dollars for
value received

Alexander Gougeon

July 7, 1845

Ex. Doc. No. 2 page 164

Lamb Little & Co.

vs

Alexander Cowgill

Damages	\$356,53
Costs	3,77
Writ	41

Filed March 3^d 1846.
 Jno Cassil Clerk

Received this writ Nov 14 A D 1845

Called upon the defendant December 24 A D 1845

No property found whereon to levy

fees Service - - - - -

Mileage - - - - -

\$0-35
65
<u>90</u>

Thos M Robinson Sheriff of
 Marion County

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of October A. D. 1845.

Deuben A. Lamb, Nathaniel W. Little & Cyrus A. Platt
of the firm of Lamb Little & Co.
recovered against Alexander Cowgill

as well as the sum of three hundred & fifty six dollars and
fifty three cents for their ~~debt, as the sum of~~
dollars and cents, for damages as also the sum of

\$ 377 for their cost and charges in that behalf
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,
and for the want thereof, of the lands and tenements of the said Alexander Cowgill

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 30th
day of October A. D. 1845, until paid: also the sum of
\$ the costs of increase on said judgment, and accruing costs; and that you
have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to
render unto the said Plaintiffs

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the
court-house aforesaid, this 14th day
of Nov. A. D. 1845.

John Cassil Clerk

Ex. Docket page 376

Lamb, Little & Co
w

Alex. Cozill et al

Deer \$305.76
Casts 10.86
Writ 41

Recorded

Received this writ February 2^d 1847
In obedience to the within command I had
the premises in the within mentioned decree
appraised by the oath of Lewis Almer, John
Woodruff and John Shider at Seven dollars
and Eighty three and one third cents per
acre and duly advertised the premises in
the bill mentioned for sale by publication
in the Argus a Newspaper published and in
general circulation in Union County Ohio
for thirty days previous to the day of sale
May 3^d 1847 Proceedings stayed by Tadjunction
Fee - August 9.00
Mileage .60
Service 35
Advertising 25
Printers Fee 2.37 =
Appraisers Fee 1.50 = \$ 6.07

Philip Smider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the *fourteenth* day of *October* A.D., 1846. *Reuben A. Lamb, Nathaniel W. Little and Cyrus Platt* under the title of *Reuben A. Lamb et al* also recovered against *Alexander Cawgill & George Cawgill* a Decree in chancery for the sum of ~~three hundred & five~~ *three hundred & five* dollars and *seventy six* cents for *their* debt, ~~the~~ *debt,* ~~the~~ *as also the sum of* ~~the~~ *for their* cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for the want~~ *of the lands and tenements of the said Alexander Cawgill & George Cawgill, in said Decree in chancery mentioned, or so much thereof, as may be necessary* you cause to be made the debt, ~~the~~ *and costs aforesaid, with interest thereon from the* *fourteenth* day of *October* A.D., 1846, until paid; also the sum of \$ ~~the~~ *the* costs of increase on said ~~Judgment~~ *Decree* and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said *Plaintiffs*

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House

aforesaid, this *second* day of *February*
A.D., 1847.

John Cassil

Clerk.

issued

Missionary
Seymour
1840.

Cristis A Lamb
Nathaniel W. Little
& Cyrus Platt

v.

Alexander Conyell

Oct. 30th / 45.

To the Clerk of Court please
for Union Co.
Issue Execution in this case
forthwith.
I Waring Atty. for party.

Civil/Domestic Case File

Case No. 1845-CV-0032

No. 45-CV-32

Union Common Pleas Court.

Wray Thomas
Plaintiff,

AGAINST
Silas G. Strong,
Defendant.

OCT TERM, 1845

JUDGMENT VS DEFENDANT

\$186 87

Recorded &
Indexed,

Journal 3

Page 341

Record No. 4

Page 457

Ex. Doc.

Page

Dec 11, 1843

\$81.35 4.1.11

\$200 - Oct 31, 1839

6
1200
4
4800
1.00
33

1.10.17

249.33

81.35

\$167.98

10.07 88

8.40

8.40
42

18.89

167.98

\$186.87

Wm. J. Shonk

v

Silas J. Shonk

Joshua Gudge

James Bell

Receipt

James \$500

Filed Aug 19, 1845

John Canal Clerk

Wray Thomas
Silas G. Strong
Joshua Judy
James Bell

In amount
Damages \$500

Issue a Summons
returnable forthwith Endorse suit
"Brought on note of Hand given by Defen-
-dant to Plaintiff for the sum of \$200 -
dated October 31st 1839 and payable Eighteen
months after date with interest" - Also for
goods sold & delivered, money lent, Had &
rec'd &c"

To the Clerk of
Maine Court Pleas
August 19. 1845

W. Thomas
atty for pte off

Just met on note of bond given by Defendants to
Plaintiff for the sum of \$200, dated Oct: 31. 1839.
and payable Eighteen months after date with
interest, also for goods sold and delivered,
Money lent had and received to

Aug 19. 1845

R. Thomas atty
for Plaintiff

Unia Com^o Plea
Mray Thomas

Silas G. Strong et al

Served by Copy
Service - - 85
Mileage - - 50
Copys - - 60

195

Wm M Robinson
Sheriff
Filed Aug 20, 1845
John Cassil C^o A

Recorded

Served this writ by delivering a certified
Copy of this writ to each of the within
named Defendants August 20th 1845

Wm M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon *Silas G. Strong, Joshua Indy*
and *James Bell*

Forthwith to appear
~~on the first day of our next term,~~ before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto *Wray Thomas.*

in a plea of *Assumpsit* damages *Five hundred* dollars.
And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of
said Court, at the Court House afore-
said this *19*-day of *Aug*: A. D. 1845
John Cassil CLERK.

Wray Thomas

v

Silas F. Strong

Joshua Gudy

James Bell

Declarati

Filed Aug 20 1845
John Casie Clerk

\$186.87

Cost Bill made

Recorded

K. Thomas

State of Ohio }
Hamilton County }

Court of Common
Pleas
August Term 1845

Wray Thomas complain of Silas J. Strong
Joshua Gudy and James Bell in a plea of assumpsit
for that whereas the said defendants on
the 31st day of October AD 1839 at the County aforesaid
made their promissory note in writing and delivered
the same to the said Wray Thomas and then by
promise to pay the said Wray Thomas or an
Two hundred dollars in Eighteen months after
the date thereof which period has now elapsed
and the said defendants then and there in Council-
=eration of the premises promised to pay the amount
of the said note to the said Wray Thomas according
to the tenor & Effect thereof — and also for that
whereas the said defendants on the 31st day of
October AD 1839 at the County aforesaid was end-
=ebted to the said plaintiff in 400 dollars for the
price and Value of goods then & there bargained and
sold by the plaintiff to the defendants at their request
and in 400 dollars for the price & Value of goods then
and there sold & delivered by plaintiff to defendants at their
request — and in 400 dollars for the price & Value
of work then and there done & materials for the same
provided by plaintiff for debts at their request
and in 400 dollars for money then and there lent
by plaintiff to defendants at their request — and in 400
dollars for money then & there ~~lent~~ paid by plaintiff
for the use of defendants at their request —
and in 400 dollars for money then & there used
by defendants for use of plaintiff — and in 400
Dollars for money found to be due from defendants

to plainiff on an acct then and then stored
between them - and when as the Defendants
afterwards on the 1st day of January 1845 - in consid-
eration of the premises - then and then promised to
pay the said several sums of money to the plainiff
on request - yet he hath disregarded his promises
and hath not paid the said several sum of money
or either of them nor any part thereof; to the damage
of the plainiff Five hundred dollars and
then upon he brings suit - by

R. Thomas
his atty

Dec 11. 1893 on New York by \$81.35 - no. 9. S. Strong for Murray & Stanley
W. M. Murray

Filed August 1944
John Caspall Clerk

Eighteen months after date for value received we
or either of us promise to pay to Wray Thomas or
order the sum of two hundred dollars with interest
from this date - Given under our hands this 31st
day of October AD 1839.

\$200 -

Silas G Strong
Johna Judge
James Bell

Damages \$500

430

Wray Thomas
 Libas G. Thony Joshua
 Ludy James Bell

Damages \$186.87
 Costs 6.17½
 Increase 27.54
 Writ " 41

Cr March 21, 1846, \$52.00
 " June 27, 1848, \$108.00

Filed August 15, 1849
 James Kimbrough, Clerk

Recorded

Received this writ June 15, 1849. Leveed July 2nd 1849 on the following described real estate. Situate in "the County of Union in the State of Ohio, being the South half of a lot land conveyed by James Galloway & wife to Hanson Blank by Deed dated Sept^r 28th 1839 and recorded in Vol 7 pages 528 & 529 in Union Co. Ohio containing fifty acres of a Military Survey No 12400, 12393 & 12413 originally for 1823 acres in the name of Andrew Rogers & others & patented to James Galloway on the 10th day of July 1831 Beginning at three Ashes and a beech most northerly corner of said survey thence S 52° N. 200 poles to two beeches a white oak and a sugar tree thence S 38° E. 80 poles to an ash & Lynn thence north 52° E. 200 poles to 2 hickories and a Lynn thence N 38 west 80 poles to the beginning had the same appraised on the 6th day of July 1849 by the oaths of Thomas Harsha, M. Wheeler and Ancil Wheeler, at \$4 per acre, and returned a copy of said appraisement to the Clerk of the Court from whence this writ issued Advertisers said real estate for sale by publication in the Argus a newspaper published and in general circulation in said County for at least 30 days previous to the day of sale, in pursuance of said notice I afterwards, to wit: on the 14th day of August A.D. 1849 between the legal hours of ten o'clock A.M. and four o'clock P.M. offered said real estate for sale by public ~~licitation at the door of the~~ Court house in said County, and not sold for want of bidders.

Fees = mileage 60
 Levy — 35
 Service — 35
 Inquest — 1.00
 Apprais fees 1.50
 Copy of Apprais 25
 Advertising — 25
 In fee — 4.00 = \$8.30

Philip Swiden Sheriff

May Thomas
vs
L. G. Strong
Joshua Judd
& James Hill

Damages	\$186.87
Costs	6.17
Writ	41
Bondage	\$01-04
Mileage	\$0.50
Service	35
Inquest	1-00
Copy of report	15
Advt	\$3.04
appraisals fees	1-45
Printers fee	3.75

Wm M Robinson
Sheriff

Filed March 26. 1846
John Carnie clk

E.
advertised 329

Received this writ Nov 13th A.D. 1846 - Served Nov 22nd
A.D. 1846 on one barrel Horse said to be 5 years old, and one
Bay Horse said to be 3 years old - and for want of other goods &
Chattels whereon to Levy I have Seized on 81 acres of Sand ^{more or less} in
Seesburg Township Union County Ohio - Part of Survey No
5586. Fifty Five Eighty six) and Bounded as follows to wit Begi
ning at a Stake the S. W. Corner to a Lot sold Wm Richards, thence
N 83° E. 140 poles to a Stake in the East line of said Survey, thence
E S. 70° E. about 92 1/2 poles to a Stake The Corner to Thomas
& Mary Rances Sand, thence S. 83° W. 140 poles to the line
of Wm Haskins Sand, thence N 70° W. about 92 1/2 poles to the
Beginning Dec 23rd 1845 - I had the above Sand appraised as the Law required
by the oath of Wm Haskins John Wyzager & Wm Wells at p 3-34.
per acre - filed a copy of the above appraisment in the Clerks
office as the requires - advertised the above property in the
Eagle & a paper published and in General circulation in Union
County for sale on the 21st day of March 1846 - at the door of the

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of October A. D. 1845.

Wray Thomas recovered against James Bell as well as the sum of one hundred & eighty six dollars and eighty seven cents for ~~debt, as the sum of~~

dollars and cents, for his damages as also the sum of \$ 6, 17 1/2 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said Silas G. Strong

~~Joshua Judy & James~~ you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 28th

day of October A. D. 1845, until paid; also the sum of \$ the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said Wray Thomas — And in default of goods & chattels, lands & tenements of the said Silas G. Strong, that you cause the same to be levied of the goods & chattels, & for the want thereof, of the lands & tenements within your Bailiwick of Joshua Judy & James Bell. Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 13th day of Nov. A. D. 1845.

John Cassil Clerk

Wm. Robinson Sheriff

Count House in said County between the term of 10 October & 14 October 1845
March 21st 1846 - 1846-1846
sale at the time of the Court House aforesaid having previously advertised the
same according to Law - and sold the houses to Almon Powers for the
sum of Fifty Two Dollars - he being the highest and best bidder
The said Estate was not sold for want of bidders

Ex Dock Page 430

Wray Thomas

Lilas G. Strong

John Lundy & Sons, Belle

Damage of 186, 87

Costs 6, 17 1/2

Increase 23, 48

with 1, 41

Or March 21, 1846. \$52, 00

Filed June 27 1848
John Caspell, Clerk

Recorded

Received this writ May 18, 1848. I'm obliged to
the within Command I duly advertised the within descri-
bed real estate for sale ~~at~~ ~~and~~ by publication in the
Argus a newspaper published and in general circulation
in Union County, Ohio, for at least thirty days previous
to the day of sale I afterwards, to wit, on the 27th
day of June A.D. 1848 between the legal hours of ten O.
clock A.M. and four o'clock. P.M. and sold the same to
Wray Thomas for one dollar and thirty three & one third
cents per acre that being the highest and best bid therefor
and it ^{being} two thirds the appraised value thereof.

Fees - advertising 25

service 35

mileage 5

Dr fee \$3.00

Philip, Sealer Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE command you to expose to sale those Lands and Tenements of

Silas G. Strong own
81 Acres of Land More or Less, in Leesburg Township, Union
County, Ohio, Part of Survey N^o 5586 and bounded as follows
to wit, beginning at a Stake the S. W. corner to a Lot sold W. Richards
thence N. 83^o E. 140 poles to a Stake in the East Line of said Survey
thence S 7. E about 92¹/₂ poles to a Stake the corner to Thos^o & Mary
Vance's Land thence S. 83. W 140 poles to the Line of W. Hoskins
Land thence N. 7. W about 92¹/₂ poles to the beginning.

which according to our commands you have taken into your hands, and which remain unsold as you have certified
to the Judges of our Court of Common Pleas of our said County, to satisfy

Wray Thomas

the sum of *One Hundred and Eighty Six* dollars
and *Eighty Seven* cents for *his* damages, together with
\$ *6.17¹/₂* for *his* costs, with interest thereon from the *28^o* day of *October*
A.D. 1845 until paid, which late in our said Court the said *Wray Thomas*

recovered against the said *Silas G. Strong, Joshua Gudy & James Bell*

as of record is manifest. Also, \$ *23.48* increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then
you are hereby commanded that you lay the same upon the goods and chattels, lands and tenements, or either, as
the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold
as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the
Court House in Marysville, on the first day of their next Term, to render unto said~~ *Wray Thomas*

Hereof fail not at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court
House in Marysville, this *18^o* day of *May*
A.D. 1848

John Cassil Clerk.

Wray Thomas

Silas G. Strong
Joshua Judge
James Bell

Damages \$156.87
Costs ——— 6.17
Merch ——— 12.26
Writ & order 1.41

Filed May 5, 1849
John Capil Clerk

Recorded

Received this writ November 18th 1848. In obedience to the within command I had the within described Real Estate appraised by the oaths of William Lohm, Isaac Gane and Robert S. Kirby at two dollars per acre, and duly advertised the the within Real Estate for sale by publication in the Argus a newspaper published and in general circulation in Union County Ohio, for thirty days previous to the day of sale & afterwards, to wit; on the 3rd day of May A.D. 1849 between the legal hours of Ten O'clock A.M. and four O'clock P.M. in pursuance of said notice proceeded to offer said lands for sale at the door of the Court House in Marysville in said county. No sale for want of bidders

Fees - Inquest \$1.00
 mileage .40
 Service .35
 advertising 25

Appraisers Fee 1.50
Printers Fee 2.25 =

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of *Silas G. Strong* to wit, 87 acres of land part of Survey No. 5586 beginning at a stake the S. W. corner to a lot sold *Wm. Richards*, thence N. 83° E. 140 poles to a stake in the east line of said survey, thence S. 7 E. about 92 1/2 poles to a stake the corner to *Thos. & Allogh Vance's* land thence S. 83 W. 140 poles to the line of *Wm. Haskins's* land thence N. 7 W. about 92 1/2 poles to the beginning & that you have ^{the same as} which according to our commands you have taken into your hands, and which remain unsold as you have

certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Wm. Thomas* the sum of one hundred & eighty six dollars and eighty seven cents, for his damages, together with \$ 6 17 1/2 for his costs, with interest thereon from the 25th day of October A. D. 1845 until paid; which late in our said Court the said *Wm. Thomas* recovered against the said *Strong, Gray & Bell* as of record is manifest. Also \$ 12,26 increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said *Thomas*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 19th day of Nov. A. D. 1846.

John Cassil

CLERK.

Et Back Page 430
Wray Thomas

vs
Lilas G Strong et als.

Jan	\$ 186.87
cash	6.17½
Inc	19.42
Writ	.41

Filed April 25 1848
John Cassil. Ck

Recorder

Received this writ October 21. 1847. the return
to the within command I advertised the within assen-
=bed real estate for sale by publication in the Argus
and a Newspaper published and in general circulation
in Union County for thirty days previous to the day
of sale. I afterwards to wit; on the 26th day of
February A.D. 1848. offered the same for sale between
the hours of ten o'clock A.M. and four o'clock
P.M. at the door of the Court House in said County.

It sold for want of bidders.

Fees - Mileage 5

advertising 25

Service 55

On fee 3.00 = \$3.65 Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of *Silas G. Strong*
to wit. *81 acres of land part of Survey No. 5586, beginning at a stake*
the S.W. corner to a lot sold W. Richards, thence N 83° E. 140 poles to a stake
in the east line of said Survey thence S 7. E about 92 1/2 poles to a stake
the corner to Thos & Mary Vance's land thence S 83. W. 140. poles to the
line of W. Haskins' land thence N. 7. W. about 92 1/2 poles to the
beginning —————

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy

Wray Thomas ————— the sum of
One hundred & eighty six dollars and *eighty seven* cents,
for *his* damages, together with \$ *6.17 1/2* for *his* costs, with interest thereon from the
28th day of *October* A. D. 1845 until paid; which late in our said Court the said
Wray Thomas — recovered against the said *S. G. Strong Joshua Gray & J. Bell,*
as of record is manifest. Also \$ *19.42* increase of costs, and accruing costs. And that you have
the same before the said Court at the Court House in Marysville, on the first day of their next term, to ren-
der unto said *Wray Thomas*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court
House in Marysville, this *21st* day of *October*
A. D. 1847.

John Cassil CLERK.

Wray Thomas
 Sias G Strong Joshua
 Sudy and James Bell.

Damages \$186. 87
 Costs 6. 17 =

Sub from Oct 28, 1845 -

Increase costs 36. 25

this writ 41

Cr March 21, 1846. \$52. 00
 " June 27, 1848 108. 00
 " January 1, 1850 - 51. 88

Filed August 13, 1850
 James Kinrade p. MK
 Recorded

R Thomas at 8 for RTH

Received this writ June 19th 1850
 Money made in full. it being \$55. 26
 August 12, 1850.

Fees = mileage 5
 service 35
 Bondage 100

Philip Kinder Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of *Silas G. Strong*
Coshua Judy & James Bill locort, Situate in the County of
Union in the State of Ohio, being the south half of a lot land conveyed
by James Galloway & wife to Henson Clark by deed dated Sept^r.
28th 1839 and recorded in Vol 7. pages 528 & 529 in Union Co Ohio.
Containing fifty acres of a Military Survey No 12400, 12393 & 12413.
Originally for 1823 acres in the name of Andrew Rogers & others
& patented to James Galloway Jr. on the 10th day of July 1831
begining at three ashes and a beech most northerly corner of said survey,
thence S. 52^o W 200 poles to two beeches, a white oak and a sugar tree
thence S. 38^o E 80 poles to an ash & Lymn; thence North 52^o E 200 poles
to 2 hickories and a lymn; thence N 38^o West 80 poles to the begining

which according to our commands you have taken into your hands, and which remain unsold as you have certified
to the Judges of our Court of Common Pleas of our said County, to satisfy *Wray Thomas*

the sum of *One Hundred and Eighty Six* dollars
and *Eighty seven* cents for his *for* damages, together with
\$ 6.17 1/2 for his costs, with interest thereon from the *28th* day of *October*
A.D. 1845 until paid, which late in our said Court the said *Wray Thomas* -

recovered against the said *Silas G Strong, Coshua Judy and*
James Bill

as of record is manifest. Also, \$ *36.25* increase of costs, and the accruing costs.

And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then
you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as
the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold
as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the
Court House in Marysville, on the first day of their next Term, to render unto said *Wray Thomas*

Hereof fail not at your peril, and have then there this writ.

James Kinrade Jr
Witness, ~~JOHN CASSIL~~, Clerk of said Court at the Court
House in Marysville, this *19th* day of *June*

A.D. 1845
James Kinrade Jr Clerk.

[Faint, illegible handwriting]

Filia May 29. 1849
I Kinkadup class

[Faint, illegible handwriting]

[Faint, illegible handwriting]

Wm. Thomas

S. G. String, Just Judge
James Bill

Judmt

May 29. 1849

Issue Execution &c

K. Thomas
Atty for petff

Filed May 28. 1850
J. P. Kirkland & Co

1.62

Wray Thomas
vs
Silas G Strong et al

Judgment this Court Pleas
Issue rendered in this case

To C.R. Van C. P.
May 28, 1850,

H. Thayer
atly for filtz

Filed April 25 1894
John Baptist Clark

Wm. Thomas }
vs } an Execution
Silas G. Strong, et al }

This Cause
is the return of
The Court of Common Pleas }
Union County Ohio }
Case 25. 1818

John V. D. D. C. C.
K. Thomas
atty for party

E+ Docket P 3.75

Wray Thomas

J. G. Strong

Dam	\$186.87
Costs	6.17
Inc.	8.95
Mit	41

Service	-----	\$0 35
Mileage	-----	5
Advertisements	-----	25
		<u>65</u>

Printer's fee - \$2.25

Geo W Robinson
S Sheriff

Filed October 15, 1846
John Legible Clerk

Recorded
advertised

Received this writ August 11th 1846
 where the within described Real Estate in the
 says a news paper published and in general circu-
 lation in the County of Union and State of Ohio (said
 my had the same appeared on a former execution)
 for sale at the door of the Court House in said County
 on the 14th day of Oct 1846 - Between the hours of
 10 o'clock of M & 4 o'clock P.M. Oct 14th 1846
 offered the within described Real Estate for
 sale as above but sold for want of bidders
 Geo W Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of *Silas G. Strong* viz
Part of Survey No 5586. — Beginning at a stake the D. W.
Corner to a lot sold W Richards, thence N. 83. E. 140 poles
to a stake in the East line of said Survey thence S 7 E
about 92½ poles to a stake the Corner to Tho^d & Maszy
Vances land thence S. 83 W. 140 poles to the line of
W Hoskins land, thence N 7 W. about 92½ poles to
the Beginning 81 acres

which according to our commands you have taken into your hands, and which remain unsold as you have
certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *May Thomas*

the sum of

One hundred Eighty Two dollars and *Eighty Seven* cents,
for his damages, together with \$ 6.17 for his costs, with interest thereon from the

28 day of *October* A. D. 1845 until paid; which late in our said Court the said

May Thomas recovered against the said *Silas G. Strong*

as of record is manifest. Also \$ 8.95 increase of costs, and accruing costs. And that you have
the same before the said Court at the Court House in Marysville, on the first day of their next term, to ren-
der unto said

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court
House in Marysville, this 11th day of *Aug*

A. D. 1846

John Cassil

CLERK.

Civil/Domestic Case File

Case No. 1845-CV-0033

No. 45-CV-33

Union Common Pleas Court.

Wilson Reed

Plaintiff,

AGAINST

Thomas Kennerly

Defendant.

APR TERM, 1846

Settled.

Journal 3 Page 386

Record No. No Record Page

Ex. Doc. Page

be condemned in the action and shall fail to pay
the condemnation money and costs that have accrued
on my answer in the Court of Common Pleas
Hornet Dozelle
Josiah E. Carpenter
Taken sequea and acknowledged on this 16th day of
August A.D. 1845 before me
David Sherman J.P.

The State of Ohio Mesin County Mesin Township, S.S.
I do hereby certify that the foregoing is a full and
true copy from my Book of the proceedings had
and before me, in the foregoing case
David Sherman J.P.
of the above said Township.

\$12.25 Sept 4 Plaintiff's agent for costs

Thomas Humphries
in Transcript
an official
Witness Ned

Filed Aug 19.
1845 John Casil CLK

Thomas Humphrey		Suit on account as follows, August
23		6. 1844 Wilson Reed to Thomas Humphrey
Wilson Reed		Dr Do balance on Books \$4.57
Docket Entry	\$0.10	The parties appeared and agreed to enter into
Pl. Subpoenas	16 ^{cts}	trial on an amicable suit on the 8th day
Def. Subpoenas	12 ^{cts}	August 1845 at 2 O. Clock P. M. James
B. H. Lill. Com. Costs	40	Raps acting as agent ^{for} plaintiff.
Sovereign Wits	12	Aug. 8. 1845 by order of the plaintiffs agent. Subp
Ent. Jury	25	ones issued for Jesse Brush & James Raps
Pl. Witnesses		witnesses, & returned same day in accom
Jesse Brush	50	panied by reading this writ to the within
James Raps	50	named witnesses on the 8 of Aug. 1845 fees
Def. Witnesses	50	charges served 20 Cts Mileage 5 Cts. B. H. Lilla
John Barrett		ra Court. By order of Defendant subpoena
	2.66	issued for John Barrett. witness and return
Ent. Bail	25	see served by reading Aug. 8. 1845 by B. H.
Transcript	31	Lillara Court. Fees served 10 Cts Mileage 5 Cts

Defendants bill of particulars, August 1844 Nos. Humphrey
 Dr to Wilson Reed, Cash paid on them has been \$6.75
 The time having arrived for trial, plaintiffs agent present
 and defendant present, parties ready for trial witnesses
 sworn and gave testimony, and after hearing the testimony
 and allegations it was considered by me there was no cause
 of action and Judgment was rendered against the plaintiff
 Thomas Humphrey for costs of suit amounting to two
 Dollars sixty six cents D. Beunham, P.

Received our fees in the above case in full

B. H. Lillara Court, 40 Cts
 John Barrett 50 Cts

In the action of Thomas Humphrey against Wilson Reed
 and Josiah G. Carpenter and Forrest Doolittle as acknow
 ledge our selves bail for the appellant in the in the
 sum of fifty Dollars to be levied of our goods and chatt
 els, lands and tenements in case appellant shall ~~be~~
 (turn over)

Uman Cannon Phos

"

Thomas Humphreys

Declarator in

Case

Wilson vs

Filed Aug 19, 1878

John Caswell Clerk

last bill made

No Record

Copies \$98

38

Caswell atty

The State of Ohio Union County Court of Common Pleas of the Term
of August A D 1845

Union County

This Case came into the Court an an appeal from the judgment of
a justice of the Peace and thereupon Thomas Humphries the plaintiff &
appellant by Counselor his attorney complains of Wilson Reed the
Defendant & appellee in upn of the Case for that whereas the said
Wilson Reed on the first day of July A D 1845 of Union County of a said
was indebted to the said Thomas Humphries in the sum of fifty dollars
for the price & Value of goods then & there bargained & sold by the said
Thomas Humphries to the said Wilson Reed at his request —
And in fifty dollars for the price & Value of goods then & there sold and
delivered by the said Thomas Humphries to the said Wilson Reed
at his request — And in fifty dollars for the price & Value of work
then & there done & materials for the same furnished by the said Thomas
Humphries for the said Wilson Reed at his request — And in fifty dollars
for money then & there lent by the said Thomas Humphries to the said
Wilson Reed at his request — And in fifty dollars for money
then & there paid by the said Thomas Humphries for the use of the said
Wilson Reed at his request — And in fifty dollars for money then
& there received by the said Wilson Reed for the use of the said Thomas
Humphries — And in fifty dollars for money paid to be due
from the said Wilson Reed to the said Thomas Humphries, as an
account then & there stated between them — And whereas the said Wilson
Reed afterwards Lawed on the same day & year of a said of the County
of a said in Consideration of the premises then & there promised to pay
the said several sums of money to the said Thomas Humphries an request
yet he both desigorded his premises & both not paid the said several
sums of money nor either of them nor any part thereof to the damage
of the said Thomas Humphries in the sum of fifty dollars & therefore
he sues for
Counselor Duffett

Dunphy
by Settlement
Nica

Filed April 15, 1846
John Cassil CLK

Thos Humphrey vs Wilson Reed

Reed this 15th 1846 -
of Wilson Reed four dollars and
fifty seven cts in full of My Claim
in the Court of Common Pleas for
Union County against the said Reed and each party
agrees to pay one half of the Cost in this Cause
and the Suit to be stoped

Wilson Reed
James or, Ross agent
2

Wilson Reed

ads.

Thos. Reed

Filed April 8. 1846

John Cassilck

Wilson Reed
AdS
~~Thomas Reed~~
Humphries

and
behalf of Left

Union Com Pleas
For trial April term 1846

Issue subpoena for John Barrett
witness on
behalf of Lawrence
a/c for Left

Union Court Pleas

Th: ~~Deerphines~~

Milson Reed

Service — 12 $\frac{1}{2}$

Mileage — 25

$\$37\frac{1}{2}$

J^m W Robinson
Sheriff

Filed April 15. 1846
John Cassid Clk

Seamed by reading at April 9th 1846
J^m W Robinson Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON *John Barrett,*

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the first day of next Term, to testify and the truth to speak on behalf of *Milson Reed*

in our said Court depending: wherein *Thomas Reed Humphreys* in a certain matter in controversy is plaintiff, and *Milson Reed* is defendant. And this he shall in

no wise omit under the penalty of the law; and have then there this writ.

John Cassil
Witness, ~~JAMES H. GILL~~, Clerk of our said Court, at

the Court-House aforesaid, this 8 day of

April A.D. 1846.

John Cassil Clerk.

Union Com^r Pleas
Thomas Humphres

Wilson Reed

Service — 25
Mileage -- 5
\$0,30

Wm W Robinson
Sheriff

Filed April 15. 1846
John Cassill Clk

Search this writ by returning to the within
named witnesses April 14th 1846

Wm W Robinson
Sheriff

The State of Ohio Union County, ss.

To the Sheriff of said County, Greeting.

We command you to summon James H. Ross,
& Jesse J. Boush. to be and appear For their
before the Judges of our Court of Common Pleas
at the Court House in Marysville, To Testify
and the Truth to speak on behalf of Thomas
Humphries in a certain matter pending
wherein Thomas Humphries is Plaintiff and
Wilson Reed is Defendant, and this he shall
in no wise omit under the penalty of the
law. & have you then there this writ

Witness John Cassil Clerk of
our said Court this 14th day of
April A.D. 1846.

John Cassil Clerk

Filed April 14 1866
John Cassie Clerk

Thomas Humphrey

W. Irons ^{by} appraiser

14th April 1846
J. Capree Clerk

of the a lot of iron for James & Sons
& J. F. Knack as witnesses for the
plaintiff returnable forthwith
Carrington & Co. Appraisers

Wm Com Pleas

Watson Reed

at

Thomas Humphries

Plea

Filed April 8. 1846
John Cassel Clerk

Wilson Reed
vs
Thomas Humphries

August- term 1845

And the said defendant now comes and defends the and says that he did not assume and promise in manner aforesaid for as the said plaintiff hath complained against him and of this he puts himself upon the country &

By Wm Lawrence
att. for deft

The defendant notifies the plaintiff and his counsel that on the trial of this case the defendant will insist and prove that plaintiff was also in debt to the defendant the sum of one hundred dollars for the price of divers goods sold and to the Plaintiff at his request and in the sum one hundred dollars for money paid laid out and expended by the defendant to and for the use of Plaintiff and at his request and on trial will ask the court to render judgment therefor after offsetting so much as the plaintiff may prove

By Wm Lawrence
att

Civil/Domestic Case File
Case No. 1845-CV-0034

No. 45-CV-34

Union Common Pleas Court.

Joshua Judy adm^r
Plaintiff,
AGAINST
Abel F. Hutchison
Defendant.

AUG TERM, 18 45

JUDGMENT VS DEFENDANT

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Record No. No Record Page
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Union Court Pleas
Joshua Judy Adm
of David Shurston
ps

Abel Antekinson
Transcript

Filed Aug 19. 1845
John Cassil Clerk

Minor Com^{rs} Pleas

Joshua Judy Adm
of L. Thurston

~ Sci Fac

A. F. Hutchinson
August 20th 1845

Not found

Service - - \$0 35

Mileage - - 5

Tom M Robinson

Sheriff -

Filed Aug 29 1845

John Cassin CLK

Cost bill made

The State of Ohio Union County ss.

To the Sheriff of said County Greeting
Whereas Joshua Judy Admr. of David Thurston dec'd
on the 5th day of June A.D. 1845, recovered a judgement
before Asa Kirkley a Justice of the Peace of Cham-
paign County Ohio for the sum of \$95.00 damages
and \$22 $\frac{1}{2}$ costs against Abel F Hutchinson upon
which said judgement an Execution was issued by
the said Asa Kirkley and returned No Goods found
whereon to levy, and it having been suggested to the
said Asa Kirkley that said Abel F Hutchinson is
possessor of lands and tenements as to as appears
by a transcript of the said Judgement and proceed-
ings filed in our Court of Common Pleas, within and
for said County of Union, We therefore Command
you that you make known to the said Abel F Hutchin-
son to appear before our said Court of Common Pleas on the
first day of their next Term to show Cause if any
there be why Execution should not issue against
his lands and tenements to satisfy said Judge-
ments, And further to do and receive what our
said Court shall consider in that behalf And
have you then there this writ.

Witness John Cassid Clerk of our
said Court at the Court House in
Marysville this 19. day of August 1845
A.D. 1845. John Cassid Clerk

Union Com^o Pleas
D. Vandy Admr: &c,
=
A. J. Hutchinson

Damages \$95.04
Costs — 3 98
D. V. Cost 93
This writ 41

Service \$0 55
Mileage — — 55
Inquest — — 1.00
Copy of report 25
Advertising — 25
\$2.40
Appraisers fee 1.50
Printers fee 4.50
58.40
Filed Oct 28. 1845

Jos. Cassil Clerk

admitted

Received this writ Sept 20th 1845 — ~~the~~ ~~residence~~
Sept 24th at D. 1845. ~~Residence~~ the following Residences
Real Estate to wit the unimproved part of the following
residence Real Estate - Part of Journey 28^o 5778-5741-5806 &
6495- and designated as Lot 28^o 8- and entered in the name of
Robert Means and awarded as follows to wit, Beginning at 2
Becker & Hickory corner to Robert Mc Henry Lot Thence ~~to~~
the north the line of said Lot 18^o 8^o 11^o 81 poles to 2. Bee
ches & Sugar tree corner to Lot 10^o 9. Thence with the line of
said Lot 8^o 1^o 24^o poles to a cherry & Sugar tree in ^{the} Delaware
Road, Thence with said road 271^o E. 81 poles to a Beech corner
to Lot 10^o 7. Thence with the line of Lot 10^o 7. 27^o E. 198
poles to the Beginning containing one hundred & Eleven and one
fourth acres be the same more or less —
Attest by the act of Nathaniel Hayward Clerk of said
& Grace Jackson at 4th 1/2 poles & 25 cts per acre
Copy of said appointment filed in the Clerk's office —
Attest by the above Resident Real Estate in the Registry
of said Court in the County of Union, for sale on the
24th day of Oct 1845. at the door of the Court house in said
County between the legal heirs and next of kin of the
of said

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on the 19th day of August A. D. 1845 Joshua Judy Admr. of David Thurston recovered against Abel F Hutchinson by Scira Davis from the Docket of Asa Kirby, Esq. a Justice of the Peace of ~~Champaign~~ ^{Champaign} County to be levied on the lands & tenements of the said Abel F Hutchinson as well the sum of Ninety Five — — — — — dollars and Ninety ^{four} ~~three~~ cents, for his — damages, as the sum of \$ 3,98 & 93 cents J. J. costs for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof,~~ of the lands and tenements of the said Abel F Hutchinson

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of August A. D. 1845 until paid. Also the sum of \$ — — — — — the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Joshua Judy

Hereof fail not, at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House
aforesaid, this 20th day of Sept: A. D. 1845
Attest John Cassil CLERK.

Civil/Domestic Case File

Case No. 1845-CV-0035

No. 45-CV-35

Union Common Pleas Court.

Elisha White

Plaintiff,

AGAINST

Charles Miller

Defendant.

AUG TERM. 1845

DECREE FOR PLAINTIFF

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Record No. No Record Page

Ex. Doc. 1 Page 372

Wm Co Pleas

E. White

vs

Charles Mills

—

Transcript

Filed Aug 19. 1845

John Cassil Clerk

Elisha White

Charles Miller

Debt \$15,00

Suit .76

Judgment 12 1/2

fifa 25

Const fees 1,00

fifa 25

Const fees 31

Transcript 31

304

In suit April 6th 1842
Suit brought on note of hand for
fifteen Dollars due June 1st 1841

April 6th 1842

The defendant without process came and
confessed plaintiff's claim just. It is there-
fore considered by me that the plaintiff
obtain a judgment for the sum of fifteen
Dollars and seventy six cents debt and
his cost taxed at twelve and a half cents

fifa Issued to Const Hall Oct. 24th 1844. which returned
indorsed. by virtue of this writ levied on one yoke of Red
Oxen and one Mantle block this the 25th day of Oct. 1844
fees 65-cts also indorsed no Sale Nov 8th 1844 advertising
and return 35-cts

George Hall const
by order of plaintiff fifa Issued August 12th 1845
which was returned indorsed No property found when on to
levy August the 15th 1845 fees 30-cts. Wm Gladhill const

It has been suggested to me that the defendant
has savaid. I do hereby certify the above to be a
true transcript of the proceedings had by and before
me, a justice of the peace in Liberty Township Union County
Ohio this 16th day of August 1845

Joshua Judy J P Secd

15.76
3.04
18.80

Union Court Pleas

Elisha White

" Sci Fac

Charles Miller

August 20th 1845

Served by copy

Service - - 35

Copy - - 15

Mileage - $\frac{40}{90}$

Wm M Robinson

Sheriff

Cost bill made

The State of Ohio Union County ss.

To the Sheriff of said County Greeting
Whereas Elisha White on the 24th day of October 1844
recovered a judgement before Joshua Judy one of the
Justices of the Peace within and for said County of
Union for the sum of \$15.76. damages and \$2.28
Costs against Charles Miller upon which said Judge-
ment an Execution was issued by the said J. Judy
and returned No goods found whereon to levy And it
having been suggested to the said Judy that said C.
Miller is possessio of lands and tenements as to
us appears by a transcript of the said Judgement
and proceedings filed in our Court of Common Pleas
within and for said County of Union We therefore
Command you that you make known to the said
Charles Miller to appear before our said Court
of Common Pleas ~~and~~ forthwith to shew cause
if any there be why execution should not issue
against his lands and tenements to satisfy said
Judgement and further to do and receive what
our said Court shall then and there consider of him
in this behalf And have you then there this writ
Witness John Cassil Clerk of said
Court at the Court House in
Mansville this 19 day of August
A D 1845. John Cassil CLK

Union Court Pleas
Elisha White

Ch: Miller

Dam. 15.76
J.P. Cost. 3.04
C.P. Cost 3.44
This writ 41

Service --- \$0.35
Mileage --- 55
Inquest --- 1.00
Copy of report 15
Advertising 25

\$2,30
Appraiser's fees 1.50
Printer's fee 2.25
\$6.05

Filed Oct 27 1845.

John Cassill

advertised entered

Received this writ Sept 19th A.D. 1845
Sept 24th 1845 - Sealed Subject to another Execution
Kerrington & Davis vs Charles Miller - on 50 acres of said
part of survey of 3689. in the name of Charles Miller
said. Said appraised by the oath of Israel Lockwood
David Paul & Nathaniel Raymond at Genesee Falls
filed a copy of said appraisement in the County office
here were advertised said real Estate in the Eagle
a paper published in said County for sale at the door
of the Court House in said County on the 27th day of Oct
A.D. 1845 - Oct 27th of A.D. 1845 - I appeared
the above described real Estate for sale at the
door of the Court House in said County, having fir
viously advertised the same as the Law directs
by public out cry, and not sold for want of
bidders - - -
Wm M Robinson Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting

Whereas at a Court of Common Pleas of said County begun and held at the Court House in Mansville on the 19th day of August AD 1845. Elisha White recovered against Charles Miller, as well the sum of Eighteen dollars + Eighty Cents, for his damages as the sum of \$ 6,48 for his costs and charges in that behalf expended, as of record is manifest You are therefore Commaneded that of the lands and Tenements of the said Charles Miller you cause to be made the Damages and costs aforesaid with interest thereon from the 19th day of August AD 1845, until paid, also the sum of \$ the costs of increase on said Judgement and the accruing Costs, And that you have those moneys before said Court at the Court House aforesaid on the first day of our next Term, to render unto the said Elisha White, Hereof Fail not, at your peril and have then there this writ.

Witness John Cassil, Clerk of said Court. at the Court House aforesaid this 20th day of Sept: AD 1845.
John Cassil Clerk

Civil/Domestic Case File

Case No. 1845-CV-0036

No. 45-CV-36

Union Common Pleas Court.

Ira Reynolds *adversus*
Plaintiff,

AGAINST,

David Witter
Defendant.

AUG TERM, 1845

DECREE FOR PLAINTIFF

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Record No.

No Record.

Page

Ex. Doc. /

Page

394

In re Reynolds
Adm^o of Linn
Reynolds Dec^y
vs

Darius Witter

Manuscript 31 6th

Filed Aug 19. 1845
John Cassil Clk

Ira Reynolds, Adm^r
of the Estate of L^{ate}
Lummer Reynolds Dec^d
vs

Suit on note of hand of which
the following is a copy.

(Dues Ira Reynolds Adm^r
of Lummer Reynolds Dec^d Twenty six
Dollars & forty cents for value Rec^d
on settlement.

David Witter
Debt \$27.36
Summons 12^c
Docket Ent^y 10
S. Dec^t Cox^y Fee 25
Ent^y Judg^y 12^c
Execution 25
S. Dec^t Cox^y Fee 35
Transcript 31
150

Homer Lany, 31, 1843
Eliza Witter

Sept. 7, 1843 On application of the
plaintiff summons issued returnable
on the 13th inst. at 10. O. Clock A.M.
& return to S. Dec^t Court, which was
returned in due time indorsed.

Served by reading to David Witter
Sept. 9th 1843 Service 10. Milage 15 cts.
(Signed) S. Dec^t Court.

Sept. 13, 1843 - 10. O. Clock A.M. The time having
arrived for trial, the defendant not appearing, it is
therefore considered that demand is just against David
Witter the defendant. Whereupon the interest was
cast and Judgment rendered against David Witter
the defendant in favour of the plaintiff Ira Reynolds
Adm^r on the estate of Lummer Reynolds Dec^d
for the sum of twenty seven Dollars, thirty six
cents debt & costs of suit taxed at sixty cts.

Execution issued Sept 25, 1843 & handed to S. Dec^t
Court & was returned Oct. 14, 1843 indorsed no property
found whereon to levy. Milage 15. Service 20 cts
Specially plaintiff that the defendant has
Lands { S. Dec^t Court.

The State of Ohio's Union County, Union township, O.S.
I do hereby certify the above is a full and true copy from
my Docket of the proceedings had and before me in the
above cause, August 19, 1845 David Beersham J. P. Clerk
of the aforesaid township

Union Court Pleas
Ira Reynolds Adm
of Union Reynolds
or Sci Tac

David Witter
August 20th 1845
Service — — \$0.35
Mileage — — $\frac{5}{40}$

Wm Robinson
Sheriff

Filed Aug 19. 1845
John Cassil Clerk

Cost bill made

Not found Aug 19. 1845

The State of Ohio Union County ss.

To the Sheriff of said County Gentry
Whereas Ira Reynolds Administrator of the Estate
of Immer Reynolds deceased ~~was~~ on the 13th day of
September A^d 1843. recovered a Judgement before
David Burman a Justice of the peace within
and for Union County Ohio for the sum of \$27.36
debt & \$1.50 costs against David Witter upon
which Judgement an Execution issued, and re-
turned no goods found whereon to levy, and it
having been suggested to the said D. Burman
that said David Witter is possessed of lands
and tenements as appears by a transcript
of said Judgements and proceedings filed in our
~~Said~~ Court of Common Pleas of said Union County
We therefore Command you that you make
known to the said David Witter to appear before
our said Court ~~on the first day of next~~
forthwith to shew cause if any there be why
Execution should not issue against his lands
and tenements to satisfy said Judgement,
and further to do and receive what our said
Court may consider in that behalf, and have
you then there this writ

Witness John Cassil Clerk of said
Court at the Court House in Mayport
this 19. day of August A^d 1845
John Cassil Clerk

Civil/Domestic Case File

Case No. 1845-CV-0037

No. 45-CU-37

Union Common Pleas Court.

John T Lenny admr
Plaintiff,

AGAINST

John Clark et al
Defendant.

OCT TERM, 1845

JUDGMENT VS DEFENDANT

\$ 36 57

Recorded &
Indexed,

Journal 3

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Record No. 4

Page 463

Ex. Doc.

Page

John Haskins by
Executors &c

vs

John Clark

Served by Copy Aug
upto 20th A.D. 1845

Service --	\$0.35
Mileage --	62
Copy -- --	20
	<hr/>
	\$1.17

Wm. Robinson
Sheriff

Filed Aug 20. 1845
John Cassil CR

The State of Ohio Union County B
To the Sheriff of said County
Whereas John J. Snow & John Randall
Executors of the estate of John Haskins late
Deceased record two Judgements before J. B. W.
Haynes a Justice of the peace within & for
said County of Union for the sum of \$41.20
Dollars and \$6.23 1/2 costs against John Clark
upon which Judgement an execution was
issued by the said J. B. W. Haynes Justice as
aforesaid and returned no goods found
wherein to levy and having been sugges-
ted to the said J. B. W. Haynes that the said
John Clark is possessed of lands and tenem-
ents as to us appears by a transcript of the
said Judgement and proceedings filed in our
Court of Common Pleas within and for said
County of Union - we therefore command you
that you make known to the said John
Clark to appear before our said Court of
Common Pleas forthwith to show cause if
any there be why execution should
not issue against his lands & tenements to
satisfy said Judgements and further to
do and receive what our said Court
shall then & there consider of him in this
behalf - and have you then & there this
writ

Witness John Cassil Clerk of said
Court at the Court House aforesaid
this 19th day of Aug: A.D. 1845
John Cassil CLK

Senoy & Randall
Admt of Wasking
by
George Clark et al

Transcript

Filed Aug 20. 1845
John Cassil Ck.

Recorded

Transcript

Transcript in favor of
Washington Estate

John T. Linnex and		Suit brought and estate
John Handal as Admini		executed by Defendant to
Trustees of John		Richard Handy or Secora
Thomas Linnex		for five dollars being
V.S.		Date February 4 th 1841
Elisha Higsh		due from date
Debt.	\$ 6.20	June 16 th 1842 Summons.
1 st Summons	12 $\frac{1}{2}$	Spent and handed to J.
Judgment	.25	Need for appearance on the
Bail	.25	20 instant at 12 O'clock M.
1 st Execution	.25	of said day.
Surfacis	.25	June 16 th 1842 the summons
Judgment	.25	returned served by reaching
2 nd Execution	.25	to Defendant on the 16 th of
Receipt & Satisfaction	.41 2,03 $\frac{1}{2}$	June 1842. I had bond
Bond cost		bond cost Dec. 10 th 15-25
Summons & Execution	.60	June 20 th 1842. 12 O'clock M.
Securis Surfacis & Excut.	.60 \$1.20	Defendant appeared and
Total Amount ..	\$9.43 $\frac{1}{2}$	Acknowledge the claim and

Therefore it is considered by me that the plaintiffs
 Name of the Defendant Elisha Higsh be the sum of
 Five dollars thirty Two cents debt including the
 Interest and ~~the~~ cost Total of Sixty Two cents
 J. H. Hayes, J.P.

In the action of John T. Linnex and John
 Handal as Administrators of John Thomas Linnex
 against Elisha Higsh I John Black do
 Acknowledge my self Bail for Elisha Higsh
 for stay of Execution for the sum of Six Dollars
 Twenty five cents to be served of my goods & chattels
 Lands and Tenements if Default be made in the
 condition following which is that the said Elisha
 Higsh shall pay the amount of the Judgment
 rendered in the action aforesaid together with
 Interest and cost and cost that may accrue in
 there on.

Said Acton

John Black

Fallen signed and acknowledged this 21st day of
June A.D. 1842

J. B. W. Hayes, J.P.

March 12th 1844 Execution issued and handed to
J. Reed Constable

March 16th 1844 Execution returned Indorsed
No property found whereon to levy this 16th day
of March A.D. 1844 J. Reed Constable

Cost: Cost Lewis 20 Milly 15. .35

March 20th 1844 Sheriff's issued against John
Black Surety for stay of Execution and ordered
to Jose Reed Constable for appearance on the
25th day of March 1844 at 12 O'clock M. of said day

March 25th 1844 Sheriff's returned personally
served on the 20th of March 1844 by reading this writ
to the Defendant Jose Reed, Const. for 25

March 25th 1844 12 O'clock

The Defendant appeared Trial had and no good
cause being shown to the contrary it is ordered
by me that the said John J. Senner & John
Huddle as Administrators of John Hoskins
Decedent & plaintiffs in this suit recover of
the Defendant John Black the sum of seven
dollars thirty three cents Debt and three cents
Exp^{ts} of Surety five cents.

March 28th 1844 Execution issued and handed
to Jose Reed Const.

April 20th 1844 Execution this day returned
in the words following to wit such made by
me but could find no property whereon to
levy this Execution but the defendant is in
possession of Real Estate subject to pay his
Debt. April 28th 1844 J. Reed Const.

Cost: Cost Milly 15 Lewis 20. .35

I do hereby certify that the foregoing
is a true copy of the proceedings had
before me given under my hand and
Seal this 4th day of August A.D. 1845
J. W. Traubert, J.P.

Union Common Pleas

August Term 1845

The clerk will give a scire in this
case to charge land returnable forth
with -

J. W. Traubert
Atty for P.P.

Genoy & Randall
Adut- of Haskins
vs
George Clark et al

Transcript

Filed Aug 20. 1845
John Cassil CLK

Cost bill entered

Recorded

Concord

John T. Seamon and		Suit brought on a note
John Randle Admin		Executed by Defendant
Trustees of John		To Samuel Black or
Harshins Deceased		Bear calling for thirty
vs		one dollar payable in
Elisha Higzbe		Two Months and dated
Debt.	\$ 35.00	April 1 st 1841 and
J P's Summons	..12 1/2	Issued by Samuel
Judgment	..25	Black to John Harshins -
Bail	..25	May 23 rd 1842 a Summons
1 st Execution	..25	Issued and handed to
J. Sheriff	..25	Jesse Reed constable for
Judg. on same	..25	appearance on the 26 th Instant
2 ^d Execution	..25	at 10 O'clock A.M. of said day
Transcript & Subpoena	44 \$2.80	May 23 rd 1842 Summons
Costs Sheriff		Returned personally served
Summons & Execution	..60	May 23 rd 1842 by Reading
Serving Sec. & 2 Execut	60 \$1.20	To Defendant
Total Amount.	\$ 38.05 1/2	Jesse Reed Const

May 26th 1842 10 O'clock A.M. Defendant appeared and
 caused the claim Just therefore Judgement is
 hereby rendered against the Defendant Elisha
 Higzbe for the sum of Thirty one dollars and
 Sixty cents Debt ~~with~~ interest and cost of Suit
 Total at Sixty Two & a half cents Attest J. W. Hayes, J.P.
 In the Action of John T. Seamon and John Randle
 as Administrators of John Harshins Deceased against
 Elisha Higzbe I John Black do acknowledge
 my self Bail for Elisha Higzbe for stay of
 Execution for the sum of Thirty three dollars to be
 levied of my goods and chattels Lands & Tenements
 If default be made in the condition following which
 is that the said Elisha Higzbe shall pay the
 amount of the Judgement rendered against him
 in the action aforesaid together with the interest
 and cost and the cost that may accrue

John Black

amount of the Judgment rendered against him
in the action aforesaid to gather with the interest
and cost and the cost that may accrue

John Black

Taken Signed and Acknowledged this 1st day of
Jan^y A.D. 1842 J. B. W. Baynes, J. P.

March 12th 1844 Execution Issued and handed
to Jesse Reed Constable.

March 16th Execution returned No property found
whereon to Levy Jesse Reed Constable

Costs and Millage 15^{cts} Services 20 - 35 -

March 20th 1844 Issued Summons against John
Black Surety for Stay of Execution and delivered it
to Jesse Reed Constable for appearance on the 25th
Instant at 12 O'clock M. of said day

March 26th 1844 Summons returned served on the
20th day of March 1844 by Reading this Will to the
Defendant Jesse Reed Constable.

March 25th ¹⁸⁴⁴ 12 O'clock M. the Defendant appeared and
trial had and no good cause to the contrary it is
concluded by me that the plaintiffs recover of the
Defendant John Black the sum of Thirty Six
dollars fifty seven cents with cost & interest and
his cost in this case Forty five cents

March 28th 1844 Issued Execution against
John Black Judgment Surety and delivered it to
Jesse Reed Constable April 20th 1844 Execution
returned such made by me and no property
found whereon to Levy this Execution but
The Defendant is possessor of Real Estate subject
to Execution Jesse Reed Constable.

Costs and Millage 15^{cts} Services 20 - 35 -

I do hereby certify the above to be a True copy
of the proceedings had before me given under
my hand this 4th day of August A.D. 1845

J. B. W. Baynes, J. P.

Union Comm. Pleas

August Term 1845

The clerk will issue writs in the
case to charge land returned to faith
- with

J. W. Thompson
Atty for P. J.

Senoy & Randall
vs
John Clark } Deeds to Chapp Land
on Justin Manuscript
& suggestion of lands &c

Execution awarded against the lands &c
of Clark Dist Oct 29th 1845

Execution issued to Sheriff of Union Co
Nov 14th 1845 and returned no lands &
tenements found where to lay Wm. Nelson
Dec 27th 45

Alias Execution issued to Sheriff
March 23 - 1846 and returned the lands
& tenements found where to lay
Phillip Smead
Suff. M. Co.

1
L. H. Washburn
By Executor
vs

L. H. Clark

Receipt

Filed Aug 20. 1845
John Caswell Clk

issued

Union Common Pleas

August Term 1845

John Waskensly

Executor of

vs

John Clark

Seifa to charge

and to

Execution awarded

The clerk will issue execution
forthwith in this case

Jacob Crawford

Atty for Deft

Ex. Dec No. 2 page 166

Derrox & Bander, Admors

or

John Clark et al

Debit	\$ 4120
J. B. Coats	6 25/2
Coats Coats	5 75
Writ	41

Service	\$0-35
Mileage	70
	\$ 1,05

Wm M Robinson
Sheriff

Filed July 28. 1846
Jno Carrick

December 24th A D 1846-

Mr Sands and Tenement found where on to
Sery - Wm M Robinson Sheriff

Lenox & Randall, Adms
vs
John Clark

Debt	\$41.20
J. P. Cost	6.25 1/2
Cost "	5.75
misc	1.46
Writ	41

Filed May 5 1847
John Basil Clerk

Recorded

Received this writ March 29th 1847
No fees or bills for costs or payments former
between to buy
these mileage 65
service 35

Philip Swicker Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 28th day of October A.D., 1845. John & Lemox John Randle (having on the 25th day of March 1844 recovered against John Clark, before J. B. W. Hayes a Justice of the Peace in Claitorville Township the sum of \$41, 20 Debt and \$6, 23 1/2 costs & the same having been brought up to this Court on suggestion of Land recovered ~~an~~ an award of execution against the Lands & tenements of the said John Clark for as well as the sum of forty one dollars and twenty cents for their court cost ~~dollars and~~ debt, as the sum of \$6, 23 1/2 Justice ~~costs~~ as also the sum of \$5, 75 for their court cost cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said John Clark

you cause to be made the debt, ~~damages~~ and costs aforesaid, with interest thereon from the 28th day of October A.D., 1845, until paid; also the sum of \$ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Plaintiffs

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this 25th day of March A.D., 1847.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1845-CV-0038

No. 45-CV-38

Union Common Pleas Court.

David Park

Plaintiff,

AGAINST

Wilson Reed et al.

Defendant.

AUG TERM, 1845

JUDGMENT VS DEFENDANT

Rec. 50 &
Indexed.

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In Union Com Plus

David Park

vs

Wilson Reed &

Elias Topliff

Narr

Filed Aug 20. 1825

John Cassil CLK

Recorded

last bill made

Alison Young

David Parke }
Wilson Reed & } In Union County,
Elias Topliff } Court of Com Pleas,
August Term A.D. 1845

David Parke complains of Wilson Reed and Elias Topliff in a plea of assumption, for that whereas the said defendants on the 28th day of March A.D. 1844 at the County aforesaid, made their judgment note in writing, and delivered the same to the said plaintiff and thereby promised to pay the said plaintiff or Bearer one hundred and twelve dollars, in ten days after the date thereof with interest, which period has now elapsed, and the said defendants then and there in consideration of the premises, promised to pay the amount of the said note, to the said plaintiff according to the tenor and effect thereof. Yet the said defendants have disregarded their promises, and have not paid the said sum of money, or any part thereof: to the damage of the said plaintiff three hundred dollars and thereupon he brings suit
4c

By Allison & Curran,
his attys

In Union Ten Pl

Wilson Reed &

Elias Topliff

ad

Saml Parker

Confession

Filed Aug 20. 1845
John Casid Clk

Wilson Reed and
Elias Topliff
ads.
David Parke

In Assumpsit

And the said Wilson Reed
and Elias Topliff came and waived process
& appeared and confessed judgment, for
the sum One Hundred and Twenty one Dollars and thirty
two cents.

By John E. Rosette this 21st day

Judgment Note

Filed Aug 20. 1845
John Casin Clk

Ten days after date for value Red me or
either of us promise to pay David Parke or
Beaman One hundred and twelve dollars with
interest
Maret 25th 1844.
Wilson Reed
Elias Dopliff

We the undersigned do jointly and severally
Constitute C W B Allison or any other atty
at law in the state of Ohio ^{as my atty} for us or either
of us ^{to appear} in any Court in said state and for us
or either of us and in our or either of our
names to waive the form and substance of
process and Confess a judgment against us
or either of us for the above sum of one
hundred and twelve dollars with interest
from this date ~~and full~~ Costs of
suit. and for us or either of us to release
all error and right of appeal service
or Controversy in our or either of our behalf

Mayville Maret 28th 1844.
Wilson Reed
Elias Dopliff

Amount to be paid now \$20.28

David Parks

vs

Wilson Reed &

Elias Topliff

Expenses	\$ 121.32
Costs	288 1/2
Writ	41

Service - \$0.35

Mileage - - - 25

Filed Oct. 8th 1845
John Cassil, clerk

entered

Received this writ Sept 16th & 1845
Returned by order of the Plaintiff

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on the 19th day of August A. D. 1845 David Parks

recovered against Wilson Reed & Elias Topliff

as well the sum of One hundred & twenty one dollars and thirty two cents, for his damages, as the sum of \$ 2,88¹/₂ for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said

Wilson Reed & Elias Topliff

you cause to be made the damages and costs aforesaid with interest thereon from the 19th day of August A. D. 1845 until paid. Also the sum of \$ the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said David Parks

Hereof fail not, at your peril, and have then there this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House

aforesaid, this 16th day of Sept. A. D. 1845

Attest John Cassil CLERK.

David Park
 vs
 Wilson Reed &
 Elias Zapliff

Damages	\$12132
Costs	288-1
Interest	101
Writ	47
	<u>\$12562 1/2</u>

Service	\$0-35
Mileage	25
paundage	100
	<u>\$1,50</u>

Filed March 18th 1846
 John Caspi, Clerk

Received this writ March the 10th to 2 1846
 Received fifty Dollars on the writ March 17th
 At 1846 - writ returned without being by order of
 David Park the ~~plaintiff~~
 Jmes M. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 19th day of August A. D. 1845.

David Park
recovered against Wilson Reed & Elias Zopliff

as well as the sum of one hundred & twenty one dollars and
thirty two cents for his debt, as the sum of
dollars and cents, for damages as also the sum of

\$ 288^{1/2} for his cost and charges in that behalf
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,
and for the want thereof, of the lands and tenements of the said Wilson Reed & Elias

Zopliff
you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 19th
day of August A. D. 1845, until paid: also the sum of
\$ 101 the costs of increase on said judgment, and accruing costs; and that you
have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to
render unto the said David Park

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the
court-house aforesaid, this 10th day
of March A. D. 1845.

John Cassil Clerk

David Parks
vs.
Wilson Reed

Precept for
Execution

Filed Sept 22 1852
James Turner Clerk

David Parks

vs.

Union Com. Pleas.

Milton Reed

Elias Topliff

Judgt. for \$121,32, Aug. Term 1845

Issue execution in this case.

Allison & Curry

Attys for Plffs.

To The Clerk of
Union Com. Pleas.

Sept. 20th 1852

John Cassell Clerk

David Park } Judgment in Union Com Pleas
no }
Wilson Reed } Issue an execution in the
et al } above case,
To John Cassil Clerk Allison & Curry
Atty's for Petf

State John State of
James B O
Dent

James

Filed Sept 18 1867
John Cassile

David Park

vs

Wilson Reed et al

to John Cassil, Clerk

Sept 18th 1847

Judgment in Union Com Pleas

Issue an execution in the
above case

Allison & Cuming, Atty
for Pety,

Filed June 2. 1846.

John Cassil M

David Park }
vs } Judgment in Union Co. Pa
Wilson Reed }
Chas Toplioff }
John Cassel, Clerk }
Done 2nd 1846

Allison J Curry
Atty for P'ty

Filed March 10-1864
John Cassie, Clerk

David Park } Judgments in Union
vs } Common Pleas
Wilson Reads }
Elias Topliff } Issue an execution
in above case

To John Cassil - Clerk

March 10th 1846

Allison Derry
Atty for Plaintiff

C. D. 344

David Parks
vs

Wilson Reed &
Elias Sopliff

Debit	\$131.32
Cost	288
Increase cost	560
This writ	73

Recd March 17 1846

on the writ \$50.00

Recd July 15/46 \$25.00

Recd Nov 18/50 \$55.00

\$130.00

Filed Nov 16 1852

James Dun Cech

Allison & Curry
Attys for Plff

Received the writ Supreme 22 1852

Money due in full Nov 16 1852

William to Allen Starke

2772

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of *Union* County, Greeting:

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the *19th* day of *August* A. D. 18 *45*

David Park
recovered against *Wilson Reed & Elias Sopliff*

as well as the sum of *one hundred & twenty one* dollars and

~~cents for~~ ~~debt, as the sum of~~

dollars and *thirty two* cents, for *his* damages; as also the sum of \$ *2.88*

for *his* cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements

of the said *Wilson Reed & Elias Sopliff*

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the *19th* day of *August* A. D. 18 *45* until paid; also the sum of \$ *5.60* the costs of increase

on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said *David Park*

Hereof fail not at your peril; and have then there this writ.

Swinner
Witness JAMES ~~SWINNER~~, Clerk of said Court, at the

Court House aforesaid, this *23rd* day of

September A. D., 185 *2*

James Swinner Clerk.

Et: Dock. ^t @ 344.

David Park.

Wilson Reed and
Elias Topkiff

Debit	\$ 121.32
Costs	2.88
<u>Increase</u>	<u>2.52</u>

Cr.

March 17. 1846 \$50.

Service	--	\$0-35
Mileage	--	25
Poundage	--	50
		<u>\$1.10</u>

Wm. Robinson
Sheriff

Filed July 16. 1846
John Cassil CLK

Received this writ June 2nd A. D. 1846
Received Twenty Five Dollars on the within Execution
July 15th and returned Execution without Levy by order
of the plaintiff — Wm. Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 19th day of August A. D. 1845.

David Parke.

recovered against Wilson Reed, & Elias Topliff

as well as the sum of One hundred & Twenty one dollars and Thirty two cents for his ~~debt, as the sum of~~

dollars and ~~cents, for~~ damages as also the sum of

\$ 2, 88 for his cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said Wilson Reed

& Elias Topliff

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 19th

day of August A. D. 1845, until paid: also the sum of \$ 2. 52

the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said David Parke

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this second day

of June A. D. 1846.

John Cassil Clerk

Davies Pankes
vs
Wilson Reed &
Elias Lophoff

Debit \$121.32
Casts - 2.88
Inc 4.53
Writ - .41

Paid March 17th 1846 - \$50.00
" July 15th 1846 - 25.00

Filed Oct 6th 1847
John Cassio clk

Received

Received this September 18. 1847.
Returned by order of Charity without service
Mileage 5 miles 25

Philip James Charity

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the *nineteenth* day of *August* A.D., 1847.

David Parks

recovered against *Wilson Reed & Elias Tophiff*

as well as the sum of *one hundred & twenty one* dollars and *thirty two* cents for *his* ~~debt, as the sum of~~ *damages* as also the sum of *dollars and* *cents,* for *his* *cost and charges in that behalf* *\$ 2.88* for *his* *cost and charges in that behalf* expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said *Wilson Reed & Elias Tophiff*

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the *nineteenth* day of *August* A.D., 1847, until paid; also the sum of \$ *4.53* the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said *David Parks*

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House

aforesaid, this *18th* day of *September*

A.D., 1847.

John Cassil Clerk.

Ex Dock Page 344

David Park

↳

Wilson Reed
Elias Topliff

Damage	\$121.32
Cost	2.88
Inc	5.19
Writ	.41

Per March 17, 1846 \$50.00
" July 15, 1846, 25.00

Filed Sept 20, 1848
John Cassil clerk

Recorded

Received this writ September 8, 1848. By order of
E. M. N. Allen attorney for Plaintiff returned without
service.

Philip Decker Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the *nineteenth* day of *August* A.D., 1845.

David Park,

recovered against

Wilson Reed & Elias Toplipp,

as well as the sum of *One Hundred & twenty One* dollars and *thirty two* cents for *his* debt, as the sum of

~~dollars and~~

~~cents, for~~

damages as also the sum of

\$ 2,88

for

his

cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said *Wilson Reed & Elias Toplipp,*

you cause to be made the ~~debt~~ damages and costs aforesaid, with interest thereon from the *nineteenth* day of *August* A.D., 1845, until paid; also the sum of *\$ 5.19* the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said *David Park,*

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House

aforesaid, this

8th

day of

September

A.D., 1845.

John Cassil

Clerk.

Civil/Domestic Case File

Case No. 1845-CV-0039

No. 45-CV-39

Union Common Pleas Court.

Philip Plummer
Plaintiff,

AGAINST

Michael Crancer et al
Defendant.

APR TERM, 1843

JUDGMENT VS DEFENDANT

\$120 87

Record &
Indexed.

Journal 3

Page 376

Record No. 4

Page 487

Ex. Doc. _____

Page _____

Philip Plumme
vs.
Michael D. Cramer & Wife

Præcipe in Affumpsit.

Filed Oct 14. 1845
John Cramel at

Allison & Cusny
Attornies.

Philip Plummer

v.s.

Michael S. Cramer, &
Polly Cramer, his Wife,
formerly Polly Thompson.

In Assumpsit:
Damages \$300.00.

I gave a summons, returnable
at next Term. Endorse upon the writ:
"Suit brought upon a note of hand made
by the said Polly Cramer before Coverture,
under the name of Polly Thompson, to the
Plaintiff or bearers, for Two Hundred and
fifty Dollars, payable on or before the
first day of October 1840, and dated
September 24th 1840, &c. Also for goods sold
and delivered, money had and received, &c.
Damages claimed as due \$300.00.

To The Clerk of
Union Common Pleas.

Allison & Curny
Attys for plff.

Oct. 13th 1845.

Print brought upon a note of hands made by the said
 Polly Cramer before Caroline under the name of Polly
 Thompson, to the Plaintiff or bearer, for \$1000
 and fifty dollars payable on or before the first day
 of Oct. 1840, or before the first day of
 money had and received to damage claimed
 as due \$300.00
 Oliver & Lemmy atty for
 P. C.

Union Com^r Pleas
 Phillip Plummer

Michael S. Cramer
 & Polly Cramer.

service --	\$67.55
Copys --	40
Milege --	75
	<hr/>
	\$1,70

Filed Oct 27, 1845
 John Canie C. M.

Received this writ of COT 15th Nov 1845
 by certified copies of this writ
 from M. Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon ~~James G. Phillip~~ Michael
S. Cramer and Polly Cramer his wife formerly
Polly Thompson

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto ~~James G. Phillip~~
Plummer.

in a plea of Assumpsit damages \$300.00 dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House aforesaid

said this 14 day of Oct A. D. 1845

John Cassil CLERK.

Plummer vs Cranner

Filed April 15th 1846
John Capillet.

Union Common Pleas

April Term 1846

Personally appeared in open court
Michael S. Cramer who being sworn upon
his oath says that there was a Judgment
rendered on the first day of this Term by
default against affiant and Pally Cramer
in favour of Phillip Plummer for \$120.32
& costs affiant further saith that the Dist
an set aside to a further credit of from
ten to thirteen dollars & sundry fine cents for
Money paid and work & labour done
that at the time the Judgment was
rendered he did understand that Judg-
ment would be taken for so large an
amount and expects to able to procure
it payment &c to the satisfaction of the
court &c

Michael Cramer

Sworn to and
Subscribed in open
court April 15th 1846

Michael Cramer

John Caspell, Clerk

Union Common Pleas:

Philip Plummer

vs.

Michael S. Cramer

Polly his Wife

Declaration in Assumpsit

Filed Dec. 21st 1845
John Cassel Clerk

last bill made

Recorded

Allison & Bury
Attys for plff.

Union County, ss. } Court of Common Pleas:
October Term, A. D. 1845.

Philip Plummer Complainant of Michael J. Cramer and Polly Cramer his Wife (formerly Polly Thompson) in a plea of Assumpsit, for that whereas the said Polly whilst she was unmarried, under the name of Polly Thompson, on the 24th day of September A. D. 1840, at Union County, Ohio, made her promissory note in writing and delivered the same to the Plaintiff, and thereby then and there promised to pay to the Plaintiff or bearer Two Hundred and fifty Dollars on or before the first day of October A. D. 1840, which period has now elapsed;

And whereas also the said Polly, whilst she was unmarried, on the 24th day of September 1840, at Union County Ohio, was indebted to the said Plaintiff in Two Hundred and Fifty Dollars for the price and value of goods then and there sold and delivered by the Plaintiff to the said Polly at her request;

And in Two Hundred and fifty Dollars for Money then and there had and received by the said Polly for the use of the Plaintiff;

And the said Polly afterwards on the first day of January, A. D. 1841, whilst she was unmarried, at the County aforesaid, in consideration of the promises respectively, promised to pay the said last mentioned several sums of money to the Plaintiff on request;

Yet the said Polly whilst unmarried, and the Defendants since their intermarriage, have respectively disregarded all of the aforesaid promises, and have not, nor hath either of them paid the aforesaid moneys, nor any part thereof; to the damage of the Plaintiff Three Hundred Dollars, and thereupon he brings his Suit, &c.

By Allison & Curry,
His Attornies.

Civil/Domestic Case File
Case No. 1845-CV-0040

No. 45-CV-40

Union Common Pleas Court.

Mathew Goodling

Plaintiff,

AGAINST

Horace Andrews

Defendant.

APR TERM, 1846

JUDGMENT VS DEFENDANT

\$136.90

Recorded &
Indexed,

Journal 3

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Record No. 4

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Ex. Doc. 1

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Ab. Gooding }
vs. }
Horace Andrews }

Receipt in Appraisement

Filed Oct 14. 1865

John Cassil Clk

Allison & Cummings
Attorneys.

Sir brought on a Due Bill made by Defendant
to Plaintiff on loan for One hundred and Shillem
Dollars and Ninety four cents, dated July 13. 1844
and due at date to. Also for goods sold and ac-
=counted money had and received to Damages
Claimed as due, \$200.00

Alvan P Lemmy, Atty
for Plaintiff

Union Court Pleas
Matthew Gooding
-
Horace Andrews.

service - - -	\$0 35
Copy - - -	20
Mileage - - -	15
	<u>\$0,70</u>

Filed Oct 17. 1845
John Cassa CLK

Served this writ Oct 14th 1845
by certified copy of this writ
Jesse W Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon *Honrace Andrews*

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto *Matthew Gooding*

in a plea of *Assumpsit*

damages \$ *200.00*

dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *14th* day of *Oct.* A. D. 184*5*

John Cassil CLERK.

In Union Tom Pleas

Matthew Gooding

MS

Horace Andrews

Atterpitt - Hart.

Filed Dec. 4th 1845
John Capel, clerk

Cast Bill made

Recorded
Allison & Curry

The State of Ohio }
Union County, S.S. } In Union County Court Pleas
Of the Term of October A.D. 1845.

Matthew Gooding complains of Horace Andrews, in a plea of Assumpsit. For that, whereas the defendant on the 13th day of July in the year of our Lord One thousand Eight hundred and forty four, at the County of Union aforesaid, made his due bill in writing, and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff or bearer, One hundred and thirteen dollars and ninety four cents at the date thereof aforesaid, which period hath now elapsed, and the said defendant then and there in consideration of the premises, promised the plaintiff to pay him the amount of the said due bill according to the tenor and effect thereof.

And whereas also, the defendant on the first day of October A.D. 1845 at the County aforesaid, was indebted to the plaintiff in the sum of two hundred dollars, for the price and value of goods then and there bargained and sold by the plaintiff to the defendant, at his request,

And in two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request;

And in two hundred dollars, for money found to be due from the defendant to the plaintiff, on an account then and there stated between them.

And the defendant afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several monies herein above mentioned, on request; yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys, or any part thereof. To the damage of the plaintiff of two hundred dollars; and, therefore, he brings his suit. By Allison & Conroy, Attorneys

Et. Docket P. 394

Matthew Gooding

v.

Honora Andrews.

Dam. 135.90

Costs 3.84²

Mint .41

\$47.45 - remitted on
the Judgement by
the Plaintiff

John Cassil Clk

Service --- \$0.35

Mileage -- 25

Band -- 50

advertising -- 25
\$1.35

printers fees 1.00

Filed July 13. 1846
John Cassil Clk

Received this writ ~~from~~ May 19th A D 1846 - Served June 22nd
1846 - on 2 cows 2 head of horses 25 head of hogs 6 Sigaon letters
one cold Wagon one windmill - lost Bonds for recovery of said
goods & chattels in the sum of Two Hundred Dollars signed by Thomas
Andrews & Henry Andrews - Attached the above described
goods & chattels in the Sigaon - for Sale on the Eleventh
day of July A. D. 1846 - Not Sold for want amount of
Bidders - - July 13th A D 1846 -
John McKimison
Sthiff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14th day of April A. D. 1846

Matthew Gooding _____
recovered against Horace Andrews.

~~as well as the sum of~~

dollars and

~~debt,~~ the sum of One hundred & thirty
cents for damages as also the sum of
five dollars and ninety cents, for his
\$3.84² for his cost and charges in that behalf
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,
and for the want thereof, of the lands and tenements of the said Horace Andrews.

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Fourteenth
day of April A. D. 1846, until paid: also the sum of
\$ the costs of increase on said judgment, and accruing costs; and that you
have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to
render unto the said Matthew Gooding

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the
court-house aforesaid, this 19th day
of May A. D. 1846.
John Cassil Clerk

Civil/Domestic Case File

Case No. 1845-CV-0041

No. 45-CV-41

Union Common Pleas Court.

Matthew Gooding Plaintiff,

AGAINST

Stephen Venget Defendant.

JUL TERM. 1843

Judgment vs Defendant

Journal 3

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Record No. 4

Page 540

Ex. Doc. 1

Page 422

Matthew Gooding

vs.

Stephen Winget

Receipt in Assumpsit

Filed Oct 14. 1845

John Cassie Clerk

Allison & Curry
Attornies.

Matthew Gooding vs Stephen Winget

Receipt in Assumpsit

Filed Oct 14. 1845

John Cassie Clerk

Allison & Curry Attornies.

Oct 13 1845

Matthew Gooding vs Stephen Winget

Receipt in Assumpsit

Filed Oct 14. 1845

John Cassie Clerk

Matthew Gooding }
vs. } In Assumpsit.
Stephen Winger } Damages \$ 200, 00

Upon a summons,
returnable at next Term. Indorse
on the writ: — "duit brought on two
notes of hand; one made by Defendant
to plaintiff or bearer, for forty three
dollars and five cents, payable on
the first day of January 1844, and
dated July 31st 1843, &c; the other made
by Defendant to Mr. Gooding & Co. or bearer
for seventy eight dollars and ninety
cents, payable on the first day of
January 1844, and dated July 31st
1843, &c. Also for goods sold and
delivered, money had and received
Damages claimed as due \$ 200, 00.

Allison & Amy
Attys for plff

To John Cassie Esq }
Clk. Ct. C. P. W. C. }

Oct. 13th 1845

Just brought on two notes of hands one made by Plaintiff ~~to beaver~~ defendant to Plaintiff or bearer for forty three dollars and five cents payable on the first day of January 1844 and dated July 31. 1843 &c. The other made by Q of indent to Mr Gooding & Co. or bearer for seventy eight dollars and ninety cents, payable on the first day of January 1844 and dated July 31. 1843. &c. also for goods sold and delivered, money had and received &c Damages claimed as due \$200.00.

Allis on V Goring dty
for Plaintiff

Unia Com^r Pleas
Matthew Gooding

Stephe Kinget

service —	\$1-35
Milege —	5
Copy —	15
	<hr/>
	5 5

Filed Oct 16. 1845
John Cassil^{clrk}

Signed ~~by~~ a certified copy of this writ
delivered to Defendant Oct 19th 1845
Jas M Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon *Stephen Winget*

to appear
on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto *Matthew Gooding*

in a plea of *Assumpsit*

damages *\$ 200.00*

dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of
said Court, at the Court House afore-

said this *14* day of *Oct.* A. D. 184*5*

John Cassil CLERK.

from the defendant to the plaintiff on an account then and there stated between them.

And the defendant afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, in consideration of the promises respectively, promised the plaintiff to pay him the several moneys herein above mentioned, be request; yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys, nor any part thereof, so the damage of the plaintiff two hundred dollars; and therefore he brings his suit, &c.

By Allison & Leary, Attorneys

In Union Court Pleas

Matthew Gooding

vs

Stephen Winget

Assumpsit - Harv

Filed Dec. 4th 1845
John Capell Clerk

Cost bill read

Recorded

Copied

Allison & Leary

\$65

68
13
204
68
88.4

The state of Ohio, } Court of Common Pleas of Union County.
Union County S.S. } Of the Term of October A.D. 1845.

Matthew Gooding complains of Stephen ~~Winget~~,
in a plea of Assumpsit, For that, whereas, the defendant, on the
thirty first day of July A.D. 1843, at the County of Union aforesaid,
made his promissory note in writing and delivered the
same to the plaintiff; and thereby then and there promised
to pay to the plaintiff or bearer, forty three dollars and
five cents, on the first day of January A.D. 1844 thereafter,
which period hath now elapsed.

And whereas, also, the defendant on the thirty first
day of July A.D. 1843, at the County aforesaid, made
his other promissory note in writing, and delivered
the same to M. Gooding & Co, and thereby then and
there promised to pay the said M. Gooding & Co, or
bearer, seventy eight dollars and ninety cents
on the first day of January A.D. 1844 thereafter,
which period hath now elapsed, and the said
M. Gooding & Co, then and there assigned the same
to the said Plaintiff, whereof the said defendant
then and there had notice, and then and there,
in consideration of the premises, promised to pay
the amount of the said last mentioned note,
to the said plaintiff according to the tenor and
effect thereof.

And whereas, also, the defendant on the first
day of October A.D. 1845 at the County aforesaid, was
indebted to the plaintiff in the sum of two hundred
dollars for the price and value of goods then and there
sold and delivered by the plaintiff, to the defendant, at his
request.

And in the sum of two hundred dollars for money then
and there had and received by the defendant, for the use of the plaintiff.
And in two hundred dollars for money found to be due

Rec^d This writ Sept 8th 1846 at Nine o'clock A.M. 1846.
Served at the same hour of the same day upon the
following real estate (there being no personal property found
whereon to levy) to wit, a part of Plot Number One (1)
in the town of Gallager'sville, Union County Ohio: Beginning
at the South East Corner of said Plot Number One (1)
and on the Margin of North Street; thence with the line
of said Plot N. 89° W. 8 poles and from that to a stake
thence N. 1° E. 20 $\frac{1}{2}$ poles to the line of Joshua Blathro
land. Thence with his line S. 89° E. 8 poles and forty feet
to the alley; thence with the line of said Alley S. 10° W.
20 $\frac{1}{2}$ poles to the beginning; containing One acre and
Nine poles be the same more or less

Returned without appraisement or sale by order
of the Claimants atty - - - J. M. Robinson

Sheriff

Ex. Booklet page 422

Matthew Gooding
vs

Stephen Winget

Damages	\$ 140.81
Costs	4.05
Writ	.91

Service - - -	\$0.35
Mileage - - -	5
Sevy - - - -	<u>35</u>
	75

J. M. Robinson
Sheriff

Filed October 14. 1846
John Capital Clerk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of July A. D. 1846.

Matthew Gooding
recovered against Stephen Winzet

as well as the sum of one hundred & forty dollars and eighty one cents for ~~debt, as the sum of~~
~~dollars and~~ cents for

\$ 4,05

cents for

for his

damages as also the sum of

cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,

and for the want thereof, of the lands and tenements of the said Stephen Winzet

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 28th day of July A. D. 1846, until paid: also the sum of

\$

the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said Matthew Gooding

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this eighth day of September A. D. 1846.

John Cassil Clerk

Gardner
of
Winget

Matthew Gooling }
vs } Judgment in Union Court
Stephen Mizet / Pleas Duly Taken 1846.

The Clerk will issue
an execution in above case
Sept 8th 1846

To John Cassel Clerk
William & Henry Attys for
Pty

Civil/Domestic Case File

Case No. 1845-CV-0042

No. 45-CV-42

Union Common Pleas Court.

Mathew Goodling

Plaintiff,

AGAINST

A S Alden

Defendant.

APR TERM, 1846

JUDGMENT VS DEFENDANT

\$186⁸⁶

Record &
Indexed,

Journal 3

Page 377

Record No. 4

Page 491

Ex. Doc. 1

Page 387

In Union Com Pleas

Matthew Gooding

vs

Andrew Alder

Procipe - Assumpsit

Filed Oct 27. 1845
John Cassil Clk

Allison & Curry

Matthew Gooding

vs

Andrew Alden

In Assumpsit, Damages \$300.

Issue a summary returnable
next term Endorse on the writ, "Suit brought on note
of hand given by defendant to plaintiff or bearer,
for one hundred and sixty nine dollars and
fifty two cents with interest from date, ^{annually} payable
twelve months after date, and dated July 31st 1844.
V^c, Also for goods sold and delivered, money had
and received, V^c Damages claimed - \$300. 00
To the Clerk of Union Com Pleas.
Oct 2^d 1845

Allison & Curry attys for p^t

and not on note of hand given by Defendant
to Plaintiff or bearer for one hundred & thirty nine
dollars & fifty two cents with interest from date
annually payable hereinafter monthly after date
set out and bearing in my hand and recd
12 Penna. exp. Jan 1. 1844. 10 Also for goods
\$ 300.00
Dec 27. 1845 -
Allison & family atty
for P & H

Union Court Pleas
M Gooding

A. S. Alden

Service - \$3.50
Mileage - 5
Copy - $\frac{20}{6.0}$

Filed Oct. 25. 1845
John Cassil Clerk

Served the within writ by a certified
copy of the within writ

Thos M Robinson
Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

Andrew S. Alden

Forthwith

to appear

~~on the first day of our next term~~, before the Judges of our Court of Common Pleas, in and for the County

aforesaid, at the Court House in said County to answer unto *Matthew Gooding*

in a plea of *Assumpsit*

damages *300.*

dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *28* day of *Oct* A. D. 184 *5*

John Cassil

CLERK.

In Union born Pleas

Matthew Gooding

vs

Andrew S. Alden

Stumpit - Starr

Filed Dec. 8th 1845
John Cassil Clerk

last bill made

Recorded

Allison V. Enry

The State of Ohio } Court of Common Pleas of Union County,
Union County SS. } Of the term of October A.D. 1845.

Matthew Gooding complains of Andrew S. Alden, in a plea of Assumpsit. For that, whereas, the defendant on the thirty first day of July in the year of Our Lord one thousand eight hundred and forty four, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff or bearer one hundred and sixty nine dollars and fifty two cents, twelve months after the date thereof, with interest from date, annually, which period hath now elapsed.

And whereas, also, the defendant on the first day of October A.D. 1845 at the County aforesaid, was indebted to the plaintiff in the sum of three hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff, to the defendant, at his request;

And in the sum of three hundred dollars for money then and there had and received by the defendant, for the use of the plaintiff;

And in three hundred dollars, for money found to be due from the defendant to the plaintiff, on an account then and there stated between them.

And the defendant afterwards, to wit. on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein above mentioned, on request; yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys, or any part thereof. To the damage of the plaintiff three hundred dollars; and therefore he brings his suit. &c.

By Allison & Crary His Attys.

Ex. Docket page 3,97

Mathew Gooding
w

Andrew S. Alden

Damage	\$186,86
Costs	3,79
Increase	356
Writ	41

Fees - advertising	25
mileage -	30
Service -	35
Printers fee	\$1.00

Philipsman Sheriff

Filed May 5, 1847
John Casie Clerk

Recorded

Received this writ November 18th 1846. By virtue of
this writ I duly advertised the within described property
for sale by publication in the organs a newspaper published
and in general circulation in Union County, Ohio, I
afterwards to wit on the 26th day of April A.D. 1847 proceed-
ed to offer said property for sale at the farm of J. D. Allen
in Union Township in said County to wit for want of
brothers.

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of *good & chattel* of *Andrew S. Alden*, to wit *Three Head of Horses, four cows, four yearling Heifers one yoke of Bulls, thirty five head of Hogs fifty Head of sheep, one two Horse Waggon one two Horse Buggy and two yearling Calts*

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Matthew Gooding* the sum of *one Hundred & eighty six* dollars and *eighty six* cents, for *his* damages, together with \$ *379* for *his* costs, with interest thereon from the *14th* day of *April* A. D. 1846 until paid; which late in our said Court the said *Matthew Gooding* recovered against the said *Andrew S. Alden* as of record is manifest. Also \$ *3,56* increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said *Matthew Gooding*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court, at the Court House in Marysville, this *17th* day of *Nov.*

A. D. 1846.

John Cassil

CLERK.

Ex Doc Page 397

Mathew Gooding
A. J. Aldennd

Dam \$186.86
Cash 3.79
In D 6.28
Worth .41

Filed Oct 5 1847
Whitcomb

Records

Received this writ September 17. 1847. In obedience to the within Command I duly advertised the within described property for sale by publication in the Argus A paper published and in general circulation in Union County, Ohio. for more than ten days previous to the day of sale. ~~It~~ afterwards to wit, on the fourth day of October A.D. 1847 offered said property not sold for want of bidders.

Fees = Advertising 25

 Mileage 30

 Service 35

 Dr Fee \$1.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale these lands and tenements of *Goods & Chattles*
of *Andrew S. Alden* to wit: *3 head of Horses 4 cows 4 yearling*
heifers 1 yoke of Bulls 35 head of hogs 50 head of Sheep
1 two horse waggon 1 two horse buggy & two yearling
Catts

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Mathew*

Gooding

the sum of

One hundred & Eighty six dollars and *Eighty six* cents,

for *his* damages, together with \$ *3.79* for *his* costs, with interest thereon from the

fourteenth day of *April* A. D. 184*6* until paid; which late in our said Court the said

Mathew Gooding recovered against the said *Andrew S Alden*

as of record is manifest. Also \$ *6, 28* increase of costs, and accruing costs. And that you have

the same before the said Court at the Court House in Marysville, on the first day of their next term, to ren-

der unto said *Mathew Gooding*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in Marysville, this *17th* day of *September*

A. D. 184*7*.

John Cassil

CLERK.

Et Doct R. 397

M. Gooding

And: S. Alden.

Dam.	186.86
Coats	3.79
Writ	41

Service	-----	\$0.35
Mileage	-----	70
Bond	-----	50
Levy	-----	35
Advertising	-----	25
		<u>\$215</u>
Printers fee	-----	100

Wm Robinson
Sheriff

Filed July 27. 1846.
John Cashie CLK

Recorded

Received this writ May 22nd A. D. 1846 - Served June 3rd 1846
 on 3 Head of Horses 4 Cows, 4 yearling Heifers 1-yoke of Bulls
 35 Head of Hogs 50 Head of Sheep, 1. Two Horse Wagon 1. Two Horse
 Buggy & 2. yearling Cows - in conjunction with 2 other Execut
 ives to wit John Cashie Supervisor vs A.S. Alden & C.A.S
 Alden ad vs S. Jesse Hardin - as the property of A.S. Alden
 and two Bonds in the Sum of Two Hundred Dollars signed
 by said A.S. Alden & R. J. Mann for the redelivery of said
 goods & Chattels - advertised the said property in the Argus
 a News Paper published and in general circulation in Union County
 for sale at the residence of said A.S. Alden in Union Township
 on the 25th day of July between the Legal Hours -
 July 25th 1846. ~~Served~~ the above Goods and Chattels not
 sold for want of Bidders -
 Wm Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14th day of April A. D. 1846.

Matthew Gooding recovered against Andrew S. Alden.

as well as the sum of One hundred Eighty six dollars and Eighty six cents for ~~debt, as the sum of~~

~~dollars and~~ cents, for damages as also the sum of \$ 3.79. for his cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Andrew S. Alden,

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the fourteenth day of April A. D. 1846, until paid; also the sum of

\$ the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Matthew Gooding.

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 19th day of May. A. D. 1846.

John Cassil Clerk

Ex Dock Page 397

Mathew Gooding

A. S. Alden

Damage	\$186.86
Cost	3.79
In	8.59
Writ	"41

Recorded

Received this writ May 16 1848. Duly advertised
 the within advertised property for sale (except the Hay
 which was said to be for the stock advertised) on the
 25th day of June 1848. Whereafter found that the
 25th day in Sunday therefore did not offer for
 sale

Philip Swain Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those ~~lands and tenements of~~ *Goods & Chattles*
of *Andrew S. Alden* *Writ*. 3 head of Horses, 4 cows
4 yearling heifers, 1 Yotke of Bulls, 35 head of hogs, 50 head
of Sheep, 1 two horse wagon, 1 two horse buggy and
2 Yearling Cotts.

which according to our commands you have taken into your hands, and which remain unsold as you have
certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Matthew*

Gooding the sum of
One Hundred and eighty six dollars and *eighty six* cents,
for *his* damages, together with \$ *3.79* for *his* costs, with interest thereon from the

fourteenth day of *April* A. D. 1846 until paid; which late in our said Court the said
Matthew Gooding recovered against the said *Andrew S. Alden*
as of record is manifest. Also \$ *8.59* increase of costs, and accruing costs.

And that you have
the same before the said Court at the Court House in Marysville, on the first day of their next term, to ren-
der unto said *Matthew Gooding*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court
House in Marysville, this *16th* day of *May*
A. D. 1848.

John Cassil CLERK.

Exp Dack page 397

Matthew Gooding
Andrew ^W Alden

Damages	\$186.86
Cash	3.79
In d	5.87
Writ	.41

Filed Aug 3^d 1847
John Cassie MR

Received

Rec^d this writ July 20 1847 Not served for
want of reasonable time to advertise.
Philip Under Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of *Goods & Chattels* of Andrew S. Alden to wit: three head of Horses four Cows four Yearling Heifers one Yoke of Bulls. Thirty Five head of hogs fifty head of Sheep and two horse Waggon and two horse buggy and two Yearling Calves

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Matthew Gooding* the sum of *One hundred & Eighty six* dollars and *Eighty six* cents, for his Damages, together with \$ *3.79* for his costs, with interest thereon from the *14th* day of *April* A. D. 184*6* until paid; which late in our said Court the said *Matthew Gooding* recovered against the said *Andrew S. Alden* as of record is manifest. Also \$ *5.87* increase of costs, and accruing costs.

And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said *Matthew Gooding*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this *20th* day of *July*

A. D. 184*7*

John Cassil

CLERK.

Filed Sept 17 1847
John Cassis Clerk

Matthew Goodwin }
is } Judgment in Union
S. V. Alden } Com Pleas -
Issue a writ in
the above case.

To John Cassil Clerk
September - 17th 1847

Allison & Leamy Atty
for Felt -

Filed July 20 1847
John Cassie clerk

Mr. Gooding }
vs }
A. S. Alden }

On Execution

Issued under
the above case

To John Cassil, Clerk of
Union Com Pleas
July 20th 1847

Allison & Curry
Attys for Plff

Civil/Domestic Case File

Case No. 1845-CV-0043

Civil/Domestic Case

1845-CV-0043

located with

Supreme Court Case

1847-SC-0003

Civil/Domestic Case File

Case No. 1845-CV-0044

No. 48-CW-44

Union Common Pleas Court.

Matthew Gooding

Plaintiff,

AGAINST

John B M Dowell

Defendant.

APR TERM, 1846

JUDGMENT VS DEFENDANT

Recorded &
Indexed.

Journal 3

Page 377

Record No. 4

Page 493

Ex. Doc. 1

Page 396

Union Corn Plus

Matthew Gooding

vs

John R. McDowell

Præcipe - Assumpsit

Filed Oct 28. 1845

John Cassie M

Allison & Curran

Matthew Gooding
vs
John R. McDowell

In Assumpsit, Damages \$200.

Issue a summons, returnable
forthwith. Endorse on the writ, "Suit brought on
note of hand given by defendant to plaintiff or bearer,
for one hundred and thirteen dollars and eight cents,
payable twelve months after date and dated August
3rd 1844. &c. Also for goods sold and delivered, money
had and received &c. Damages claimed \$200.00

To the Clerk of Union Town Pleas.

Oct 28th 1845

Allison & Curry Atty for pty.

Writ - not on Note of Hand given by Defendant the
Plaintiff or bearer, for One hundred and thirteen dollars
+ eight cents payable twelve months after date
and dated August 3^d 1844, the also for goods
sold and delivered Money had and received
the Damages claimed \$200.00

Alison + Emory atty for
plff

Union Court Pleas
Matthew Gooding

J. R. McShonell

Service - \$0,35
Copy - - 20
Mileage - 5
\$0,60

Filed Oct 28. 1845
John Cassie CLK

Served this writ by delivering a certified
copy of this writ to the Defendant
Jesse M. Robinson Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

John R. McHowell,

Forthwith to appear
~~on the first day of our next term~~ before the Judges of our Court of Common Pleas, in and for the County
aforesaid, at the Court House in said County to answer unto *Matthew Gooding*

in a plea of *Assumpsit* damages *200* dollars.
And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *28* day of *Oct.* A. D. 181*5*

John Cassil

CLERK.

In Union Court Pleas

Matthew Gooding

vs

John R. McDowell

Assumpsit - Barr

Filed Dec 9th 1845
John Cassil Clerk

Cost Bill made

Recorded
Allison & Curry

The State of Ohio } Court of Common Pleas of Union County.
Union County ss. } Of the Term of October A.D. 1845

Matthew Gooding complains of John R. McDowell, in a plea of Assumpsit, For that, whereas, the defendant on the third day of August in the year of Our Lord one thousand Eight hundred and forty four, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the plaintiff, and thereby then and there promised to pay to the plaintiff, or his assigns, One hundred and thirteen dollars and eight cents twelve months after the date thereof, which period hath now elapsed.

And, whereas, also, the defendant on the first day of October A.D. 1845 at the County aforesaid, was indebted to the plaintiff in the sum of two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request;

And in the sum of two hundred dollars for money found to be due from the defendant to the plaintiff, on an account then and there stated between them.

And the defendant afterwards, to wit, on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein above mentioned, on request; yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys or any part thereof. To the damage of the plaintiff of the sum of two hundred dollars; and therefore, he brings his suit, &c.

By Allison & Curry
His Attorneys.

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING.

Whereas, at the Court of Common Pleas of the county aforesaid, sitting and held at the Court House in the town of Mansfield, on the 14th day of July, 1846, the following judgment was rendered:

Et: Docket: P. 396

M. Gooding

J. R. McDowell

Dam: 117.81
Costs 3.79
Writ .41

Service --- \$0.35
Mileage --- 30
Leng --- 35
Poundage --- 2.50
\$350

Wm Robinson
S^r Sheriff

Filed July 29th 1846
J. M. Capellan

Recorded

paid --- 15.00
Due --- \$22.93 } 7.52

Received this writ May 19th A D 1846 - Seized June 10th 1846 on one Bay Horse 8 years old one Sorrel Mare 4 ye
ars old and one year of age -

Received July 14th 1846 - one hundred and
Five Dollars - Received Sept 11th 1846 \$15.00

Wm Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House
in the town of Marysville, on the 14 day of May A. D. 1846

Matthew Gooding
recovered against J. R. McDowell,

as well as the sum of One hundred Seventeen dollars and
Eighty One cents for ~~debt, as the sum of~~

~~dollar and~~ ~~cents, for~~ damages as also the sum of
\$ 3.79 for his cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,
and for the want thereof, of the lands and tenements of the said J. R. McDowell

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Fourteenth

day of ~~April~~ April A. D. 1846, until paid: also the sum of
\$ the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to
render unto the said Matthew Gooding.

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the

court-house aforesaid, this 19th day
of May. A. D. 1846.

John Cassil Clerk

Civil/Domestic Case File

Case No. 1845-CV-0045

Civil/Domestic Case

1845-CV-0045

located with

Supreme Court Case

1846-SC-0002

Civil/Domestic Case File
Case No. 1845-CV-0046

No. 45-CV-46

Union Common Pleas Court.

Richard Smith

Plaintiff,

AGAINST

Elisha Higbee et al.

Defendant.

APR TERM, 1846

JUDGMENT VS DEFENDANT

\$118.23

Recorded &
Indexed.

Journal 3

Page 378

Record No. 4

Page 494

Ex. Doc. 1

Page 395-

Union Com. Pleas.

Richard Smith
vs.
Elisha Higbee }
James Moses. }

Process in aforesaid

Filed Oct 28. 1845
John Canine Clerk

Richard Smith }
vs. } In a sum of
Elisha Higbee } Damages \$ 200,00
James Moses }

I have a summons returnable
forthwith. Endore on the writ, Suit brot
on a note of hand given by Defendants to
plaintiff or order for eighty five dollars
dated Oct. 8th 1838, and payable one year
after date, &c. Also for goods sold and
delivered, money had and received, &c
damages claimed, \$ 200,00

Allison & Curry
Atty for plff.

To The Clerk of }
Union Common Pleas }

Oct. 28th 1845

Print brought on a note of hand given by the
defendants to Plaintiff or order for eighty five
dollars dated Dec 8. 1838. and payable One
year after date &c. Also for goods sold and
delivered. Money had and received &c
Damages claimed \$200.00

Oliver D Curry
attor for ~~plffs~~

Union Court Pleas
Rich^d Smith

Elisha Aybea
& James Mores

Service	\$0 55
Copies -	40
Mileage -	<u>75</u>
	\$1.70

Filed Oct 29. 1845
John Cassil CLK

Served Oct 28 30th 1845 by Certificate
Copy of this writ
Jm W Johnson
Sheriff

Union Town Pleas

Richard Smith

vs

Elisha Higbee &

James Moses

Assumpsit - Narr

Filed Dec 8th 1845
John Caspell clerk

Castbill maa

Recorded.

Allison & Lenny

Richard Smith
vs
Ulisha Higbee
& James Moses

Dam.	\$ 118, 23
Costs	4 59
Increase	7 87
Writ	41

Filed May 5, 1847
Wm. Capil blank

Recorded

Recorded

Received this writ March 15th 1847
 In obedience to the within command I duly
 advertised the within described Real Estate for
 Sale by publication in the Argus a News-
 paper published and in general circulation
 in Union County Ohio for more than thirty
 days previous to the day of sale. I afterwards,
 to wit; on the 30th day of April A.D. 1847
 between the legal hours of ten o'clock A.M.
 and four o'clock P.M. in pursuance of said
 notice proceeded to offer said land for sale
 at the door of the Court House in a Marys-
 ville in said County, and sold the same to
 Charles Kozette for four dollars per acre
 he being the highest and best bidder and
 that being two thirds of the appraised value
 thereof

fees advertising 25
 mileage 5
 Service 35
 Printers fee 22.5

Philip Under Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of *Elisha Higbee*
to wit: *fourteen acres & 60 rods*
of land, being part of survey No. 6292 begin-
ning at a stake on the North side of *to way*, and
where *Richard Smiths Road* intersects the *Main*
Road, running S. 29° 6' 52" poles to a stake
thence S. 26° W. 61 poles, thence S. 1° W. 45 poles
thence S. 25° 6' 32" poles to the place of beginning,

which according to our commands you have taken into your hands, and which remain unsold as you have
certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Richard*

Smith the sum of
one Hundred & eighteen dollars and *twenty* cents,

for his damages, together with \$ *4,59* for his costs, with interest thereon from the
14th day of *April* A. D. 1846 until paid; which late in our said Court the said

Richard Smith recovered against the said *Elisha Higbee James Mass*
as of record is manifest. Also \$ *7,87* increase of costs, and accruing costs.

And that you have
the same before the said Court at the Court House in *Marysville*, on the first day of their next term, to ren-
der unto said *Richard Smith*

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court

House in *Marysville*, this *15th* day of *March*

A. D. 1847.

John Cassil CLERK.

Esc: Docket No 395

Ric^d Smith

u.

Elisha Higbee &
James Moser.

Dam.	118.23
Costs	4.59
Mit	.41

Service ---	\$0.35
Mileage ---	75
Inquest ---	1.00
Levy ---	35
Copy of apmt ---	20.
	<hr/>
	\$2.65
appearance fee -	1.50

Wm M Robinson
Sheriff

Filed July 22. 1846
John Cassilck

Received this writ May 27 1846

the personal property found within to Levy -

Several on 14 acres and sixty rods of land here
at a State on the north side of town, and where Rich
had claims bond interest, the nation bond running \$29
E. 52 poles to a stake, thence S. 26° W. 61 poles, thence S
1° W. 45. poles, thence S. 25° E. 32 poles to the place of
beginning - ~~July~~ July 17th 1846 -

and said real estate appraised by the oath of
J. B. W. Hayes Wm Hamilton & Wm Phillips
at \$6.00 per acre - but appear for sale for
want of time - - Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 14 day of May. A. D. 1846.

Richard Smith
recovered against Elisha Higbee & James Moser.

as well as the sum of One hundred & Eighteen dollars and
Twenty three cents for ~~debt, as the sum of~~

~~dollars and~~ cents, for damages as also the sum of
\$4.59. for his cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,
and for the want thereof, of the lands and tenements of the said Elisha Higbee &
James Moser.

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14.

14. day of April A. D. 1846, until paid: also the sum of
\$ the costs of increase on said judgment, and accruing costs; and that you

have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to

render unto the said Richard Smith

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the

court-house aforesaid, this 19th day

of May — A. D. 1846.

John Cassil, Clerk

6x Docket page 395

Richard Smith
Ulisha Higbee &
James Males

Dans. \$118.23
Costs 4.59
Mearns 4.56
Writ. 41

Service --- \$0.35
Mileage --- 5
advertisings --- 25
64
printers fee --- \$2.25

Filed October 15, 1846
John Caspell Clerk

Recorded

advertised

Received this writ Sept 5th 1846-

Advertured the within described real Estate in the
Argus a News paper published and in General Circulat
in Union County Ohio, having had the same appraised
on a former Execution for sale at the door of the
Court House in said County, on the 14th day of Oct
1846. Between the hours of 10 o'clock A.M. & 4 o'clock
P.M. offered for sale the above described real
Estate for sale as above No sale for want of
Bidders -
Jas M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of *Elisha Higbee & James Mase*, to wit: *fourteen acres of land being part of survey No. 6292 beginning at a stake on the North side of Toway, and where Richard Irvine Road intersects the Marion Road running S. 29 E. 52 poles to a stake, thence S. 26 W. 61 poles, thence S. 10 W. 45 poles, thence S. 28 E. 32 poles to the place of beginning*

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy *Richard Smith* the sum of *one hundred & eighteen* dollars and *23* cents, for his damages, together with \$ *4,59* for his costs, with interest thereon from the *fourteenth day of April* A. D. 1846 until paid; which late in our said Court the said *Richd Smith* recovered against the said *Higbee & Mase* as of record is manifest. Also \$ *4,56* increase of costs, and accruing costs.

And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said

Hereof fail not at your peril, and have then, there, this writ.
Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this *fifth* day of *Sept.*
A. D. 1846.

John Cassil CLERK.

Ex. Docket page 464

Richard Smith

vs

Uisha Higbee &
James Masses

Damages	\$ 118,23
Costs	4,59
miscall	11,18
Writ	41

br. May 4th 1847 \$ 57,50

Filed June 10th 1847

John Cassie atty

Recorded

Received this writ May 24th 1847. May 25th 1847
Charles W. Kettle received twelve dollars on the
Execution, by order of said Kettle this Execution return
= ea without levy

fees mileage	70
service	35
Bowrage	21

Philip Tucker Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of April A.D., 1846.

Richard Smith
recovered against Elisha Higbee & James Mase

as well as the sum of one Hundred & eighteen dollars and
twenty three cents for his debt, as the sum of
dollars and cents, for damages as also the sum of

\$ 4,59 for his cost and charges in that behalf
expended, as of record is manifest. You are therefore as we have heretofore commanded you commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Elisha Higbee & James Mase

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 14th day of April A.D., 1846, until paid; also the sum of \$ 111⁶ the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Richard Smith

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this 24th day of May A.D., 1847.

John Cassil Clerk.

Or Dock Page 464

Richard Smith

Oliver Heywood
James Moses

Dam	\$ 118, 23
Costs	4, 59
Incres	12, 88
Wor	" 41

Cr May 4th 1847. \$ 57.50
 " " 25th " " 12.00

Paid April 25th 1848
 John Cassid etc

Received

Received this visit April 15. 1848 same day
 balance on this execution made in full by a
 Receipt which reads as follows. To wit: Received
 of Oliver Heywood thirty one and eighteen cents
 balance due in full of a Judgment in favor
 of Richard Smith and against Oliver Heywood and
 James Moses in Union Common Pleas
 April 15. 1848
 Geo. mileage 75
 Service 35 = 1.10
 Philip Unicker Sheriff
 G. W. Rosette

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 14th day of April A.D., 1846.

Richard Smith
recovered against Elisha Higbee and James Moses

as well as the sum of One Hundred & Eighteen dollars and
Twenty three cents for his debt, as the sum of.

~~dollars and~~ \$ 4,59 ~~cents, for~~ for his damages as also the sum of

cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Elisha Higbee & James Moses, as we have heretofore commanded you

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the fourteenth day of April A.D., 1846, until paid; also the sum of \$ 12,88 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Richard Smith

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this 15th day of April A.D., 1846.

John Cassil Clerk.

Smith

vs.

Higbee, &

Moses

Præcip- for vendi.

Filed Sept. 5 1846
Jas. Capillett

Richard Smith
vs.
Elisha Higbee, &
James Moses.

Shdgt in
Union Com. pleas.

Issue Venditioni Exponancy
In this case.

To the Selects of
Union Com. pleas.

Allison & Barry
Attys for plaintiffs

Dated Sept. 5th 1846.

Civil/Domestic Case File
Case No. 1845-CV-0047

No. 45-CU-47

Union Common Pleas Court.

Cutter & Davis

Plaintiff,

AGAINST

Henry Short-

Defendant.

JUL TERM, 1846

Judg vs Defend

Journal

3

Page

429

Record No.

4

Page

551

Ex. Doc.

1

Page

414

In Union Com
Pleas

Cutler & Davis
for use of Abram
McClelland
no

Henry Shont

Præcipe - Adampart

Filed Oct 29. 1845
John Carrol

Copy #10

Allison & Gury

John Cutler &
Orange Davis partners
under the name and firm
of Cutler & Davis for use of
Abraham M. Plouffe
Henry Shout

In Assumpsit.
Damages \$200.

Issue a summons
returnable forthwith

Endorse on the writ "paid brought on
note of hand given by defendant to
plaintiff ^{or order} for one hundred and thirty
seven dollars and twenty five cents.
Dated April 7th 1842 and due at date
&c Also for goods sold and delivered,
money had and received &c Damages
claimed \$200.

To The Clerk of Union Co. Pleas
Oct 29th 1845

Alison & Henry Atty
for plff

Union Com Pleas

Henry Thout

ad 3

Castle & Davis

Rea

Filed April 9th 1846

John Caspell, Clerk

Copy 28

Henry Skout
vs
Cutler & Davis
for vs

Oct Term 1846
Union Com Pleas
and the said Henry Skout
now come and defends vs
and says that he did not assume
and promise in manner & form as the plaintiffs have
stated declared against him and of this he puts himself
upon the country and the ~~vs~~ Plff do the like
By Wm C Lawrence
his acts

The plaintiffs and their attorneys will take notice
that on the trial of this case the deft will insist and prove
that to the court and say that the said note in the
plaintiffs' declaration, ^{the cited} was paid off discharged and
satisfied in full and delivered up and that it afterwards
wrongfully and by fraud and without the knowledge of
deft came into the hands of said M^cLand for
whose use it now seems to be sued. That Cutler &
Davis accepted and took in lieu of said note an
obligation on an other man in full pay thereof
and that they are paid and M^cLand has not one
red cent nor ever had in said note.

That the said Cutler and Davis are indebted to
the defendant in the sum of two hundred dollars
for work and labor done and provided ~~perman~~
~~for the plaintiff~~ by the deft for the plaintiffs and
at his request

and in the sum of 200. \$ for money found
to be due from the plaintiffs to the deft on
an account stated between them

By Wm C Lawrence
his acts

Union Common Pleas

Cutler & Davis for se

^{vs}
Henry Abbott

Defts. Witnesses

Service — —	12 1/2
Carriage —	10
Mileage —	30
	<u>52 1/2</u>

Wm. A. Robinson
Sheriff

Filed April 13. 1846

John Carroll Clerk

Served the within by Copy left at the
Residence of John G. Hunt
April 10th 1846

Wm. A. Robinson

Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon

John J. Kent

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of
Marysville, on the ~~5th~~^{3rd} day of next Term, at ~~10~~⁹ o'clock, A. M., to testify and the truth to speak on behalf of

Henry Shant in a certain matter in controversy in our said Court de-
pending: whercin *Butler & Davis for the use of A. McLeod* plaintiff, and
Henry Shant defendant.

And this *they* shall in no wise omit under the penalty of the law; and have then there this writ. Wit-

ness John Cassil, Clerk of said court at the Court House aforesaid,

this *9th* day of *April* A. D. 1846

John Cassil

CLERK.

Suit not on note of hand given by Defendants
to Plaintiff or order for One hundred and
thirty seven dollars and twenty five Cents
Dated April 7. 1842 and due at date &c also
for Goods sold and delivered, money had &c
and received &c Damages Claimed \$200,00

Oct 29. 1845.

Allison & Curry attys
for Plffs

Unia Court Pleas

~~John~~ Cutler & Davis
for Use &c of
Abram McDonald

Henry Shout

Service —	\$0-35
Copy —	20
Mileage —	20
	<u>20</u>
	\$0,75

Filed Oct 30th 1845
John Caspell, Clerk

Copy \$20

Served Oct 30th 1845 - by certified
Copy of this writ

Wm Robinson

Sheriff

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING

We command you to summon

Henry Shout,

~~on the first day of our next term,~~
Horthwith

to appear before the Judges of our Court of Common Pleas, in and for the County

aforesaid, at the Court House in said County to answer unto Cutler and

Davis for use of Abram McDonald,

in a plea of Assumpsit

damages

200., dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House aforesaid

said this 29 day of Oct. A. D. 1845

John Cassil CLERK.

1
Filed April 16th 1846
John - Capil, Clerk

Henry Shout
ad
Cuthbert Davis for D

April term 1846

issue ~~Summons~~ returnable
able on to morrow at
9 o'clock A.M. for
Vincent Shearman and Alexander
Bethend witnesses on behalf of
~~left~~ B W Colawmce
attys for ~~left~~

Cullen & Davis

vs

H. Shout

Depts. Wit.

Filed April 9th 1846
John C. Case, Clerk

Henry Shout
adJ
Cutler & Davis for
&c

For trial
John S Kent an
~~Johathan B~~

of left

are wanted as witness on behalf
By Wm C Lawrence
his atty

Filed July 27-46
John Caffin, U.S.

Cutter & Lewis
vs
Henry Shontz

Issue subpoena to Thomas
Shontz, to testify on behalf
of plaintiffs in above case.

To John Cassil Clerk of
Senior Court House
July 27th 1846

Alison & Curry Atty
for Ptf.

In Union Con Pleas

Cutler & Davis, for D^c

vs

Henry Shont

Assumpsit - Starr

Filed Dec 8th 1845
John Capell Clerk

Cast Hill Mass

Recorded Vol 4, pp 551, & 552

Copy 32.

Alison & Loring
Total Copy #90

The State of Ohio } Court of Common Pleas, of Union County,
Union County S.S. } Of the Term of October A. D. 1845.

John Cutler & Orange Davis partners, under the name and firm of Cutler & Davis, for the use of Abram M. Cloud, complain of Henry Short, in a plea of Assumpsit. For that, whereas, the defendant on the seventh day of April A. D. 1842 at the County of Union aforesaid, made his note of hand in writing, and delivered the same to the plaintiffs; and thereby then and there promised to pay to the plaintiffs or order, One hundred and thirty seven dollars and twenty five cents, at the date thereof, which period hath now elapsed.

And whereas, also, the defendant on the first day of October A. D. 1845, at the County aforesaid, was indebted to the plaintiffs in the sum of two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs, to the defendant, at his request;

And in the sum of two hundred dollars for money then and there had and received by the defendant for the use of the plaintiffs:

And in two hundred dollars, for money found to be due from the defendant to the plaintiffs, on an account then and there stated between them.

And the defendant afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, in consideration of the promises respectively, promised the plaintiffs to pay them the several moneys herein above mentioned, on request; yet the defendant hath disregarded his last mentioned promises, and hath not paid any of the said moneys, or any part thereof. To the damage of the plaintiffs, two hundred dollars; and therefore they bring their suit.

Et c.

By Allison & Curran
Their Attys

Filed April 17th 1846
John Cassel, Clerk

State of Ohio Union County, ss.

To the Sheriff of said County, greeting,
We command you to summon Vincent Sherman
& Alexander Bethard to be and appear before the Court
of Common Pleas to morrow ~~morning~~ Morning
at nine o'clock A. M. To testify and the truth
to speak on behalf of ~~Harry Short~~ Harry Short, ~~for~~ in a
certain matter pending wherein Butler & Davis
is Plaintiff & Harry Short is Defendant and that
they shall in no wise omit ~~to do the same~~.

and have you then there this writ

Witness John Cassil Clerk of said
Court this 16th day of April 1856

John Cassil, Clerk

union common Pleas

Butler & Davis
w
Henry Shant

Service --- \$0 25
Mileage --- 40
65

Wm W Robinson
Sheriff

Filed July 29th 1846

John Capil Clerk

Served this writ July 27th 1846 - by
reading to the within named witnesses

J. C. New Dep't Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

WE command you to summon

John J. Kent & Alexander Betts

to be and appear before the Honorable the Judges of the Court of Common Pleas of said county, at the court-house,
in the town of Marysville, on the ~~1st~~^{second} day of next term, at ~~10~~^{nine} o'clock A. M., to testify and the truth to speak on be-
half of Henry Shant in a certain matter in contro-
versy in said court depending, wherein Cutler & Davis

are plaintiff, and Henry Shant is defendant:
and this They shall in no wise omit, under penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house

aforesaid, this 27th day of July A. D. 1846

John Cassil
CLERK.

Union Common Pleas

Butler & Davis
vs
Henry Shant

Service --- \$0.12 1/2
Mileage --- 40
\$0.52 1/2

Wm M Robinson
Sheriff

Filed July 28th 1846
John Caspell, Clerk

Served this writ July 29th 1846 - by
reading to the within named witnesses

W. E. Martin D. P. Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—GREETING.

We command you to summon *Froman Shaut*

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse,
in the town of Marysville, on the ~~first~~^{second} day of next term, at ~~ten~~^{nine} o'clock A. M., to testify and the truth to speak on
behalf of *Cutler & Davis*

in a certain controversy in said court depending, wherein *Cutler & Davis*

are plaintiffs and *Derry Shaut*

is defendant: and this *he* shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JOHN CASSIL, Clerk of our said Court, at the court-house aforesaid,

this

27th

day of

July

A. D. 1846

John Cassil

CLERK.

TO THE SHERIFF OF SAID COUNTY, ORRISTOWN,
THE STATE OF OHIO, UNION COUNTY, ES

Co. Docket at page 414

Butler & Davis for \$c
do

Henry Shout

Damn.	\$172	75
Costs	11	94 1/2
What		41

Service --	\$0	35
Mileage --		5
		<hr/> 40

Jm Robinson
Sheriff

Filed October 14, 1846
John Caspit Clerk

Recorded

Returned without service by order of Plaintiff
Jm Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of July A. D. 1846.
Butler & Davis for the use of Abraham McLeod
recovered against Henry Shant - - - - -

as well as the sum of one hundred & seventy two dollars and
seventy five cents for debt, as the sum of
dollars and cents, for their damages as also the sum of
\$ 11,94 1/2 for their cost and charges in that behalf
expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels,
and for the want thereof, of the lands and tenements of the said Henry Shant

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 28th
day of July A. D. 1846, until paid: also the sum of
\$ the costs of increase on said judgment, and accruing costs; and that you
have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to
render unto the said Plaintiffs

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the
court-house aforesaid, this 8th day
of Sept. A. D. 1846.

John Cassil Clerk

Filed March 6 1847
John Cassid Clerk

Cutter & Davis } Judgment in Union Co Pleas
vs } July Term 1846
Henry Shont } Issue an execution
in the above case, to Sheriff

of Union County.
To John Cassel Clerk
April 6th 1847

Allison & Cenny Attys
for Plff

Ex. Docket page 414
Cutler & Davis for &c
vs
Henry Shout

Damage \$ 172,75
Costs 11,941
Increase 81
Writ 41

Filed May 5, 1847
Wm Capil Clerk

Recorded

Received this writ April 6th day of April 1847
April 13th 1847 by virtue of the within writ I levied on
the Henry Shout's interest in the following described Real
Estate situate in the County of Union in the State of Ohio, being
the west part of Lot No 8. beginning at 2 Sugar trees and an
in the northerly line of the original survey corner to Lot No 7
thence with Lot No 7 - S 10° East 132 1/2 poles to 2 Sugar trees and an
Ironwood corner of lot No 5 - thence N 80° 0' 67 poles to a Stake
thence north 10. West one hundred & 34 poles to a
Stake thence South 80 West 67 poles to the beginning,
being part of Survey No 3007, containing fifty six
acres be the same more or less. Not advertised
for want of time

Fees - Levy 35

Service 35

mileage 30

Philip Chidder Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the 28th day of July A.D., 1846.

Cutler & Davis, for the use of Abraham M'Leod recovered against Henry Shaut

as well as the sum of one hundred & seventy two dollars and seventy five cents for their ~~debt, as the sum of~~

~~dollars and~~

~~cents for~~

damages as also the sum of

\$ 11.94^{1/2}

for them

cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want

thereof, of the lands and tenements of the said Henry Shaut

you cause to be made the ~~debt~~, damages and costs aforesaid, with interest thereon from the 28th day of July A.D., 1846, until paid; also the sum of \$ 81 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, CLERK of said Court, at the Court House aforesaid, this sixth day of April A.D., 1847.

John Cassil Clerk.

Civil/Domestic Case File

Case No. 1845-CV-0048

No. 45-CV-48

Union Common Pleas Court.

Ira Reynolds
Plaintiff,

AGAINST

Philip Plumber,
Defendant.

OCT TERM, 1845

JUDGMENT VS DEFENDANT

~~\$~~ 334 ^{ble}

Recorded &
Indexed,

Journal	3	Page	355
Record No.	4	Page	470
Ex. Doc.	1	Page	403

Union Common pleas.

Ira Reynolds
vs.
Philip Plumer

Var.
in a pump sit.

Filed Oct 29. 1845
John Cassil clk

last bill entered

Recorded
in

Declaration - Judgt. in War. of Cth. for #234.36 -

State of Ohio Union County
Court of Common Pleas of the
Term of October A.D. 1845 -

Ira Reynolds complains of Philip Plummer
in an action of assumpsit for that said
Plummer on the 6th day of November A.D. 1839
at said Union County made his promissory note
in writing & delivered the same to the plaintiff
& thereby then & there promised to pay to the plaintiff
or bearer Two hundred & forty three Dollars
& fourteen cents one day after date which period
has now elapsed: ^{the plaintiff also complains for that defendant was indebted to him} And in \$234.³⁶/₁₀₀ for money
had & received then & there by the defendant for
use of plaintiff - And the defendant on the
25th October A.D. 1845 at said Union County in con-
sideration of the premises promised to pay the
plaintiff ~~the sum~~ ^{the sum} of money above mentioned
on request - yet he has disregarded his promise
that not paid said sum or any part thereof
to the Damage of plaintiff of \$234.³⁶/₁₀₀ and
therefor he sues &c by
J^r Lawrence
Atty -
of Logan Co.

And now comes said Philip Plummer
by his Attorney Stray Curry, and laice
Curry by virtue of the writs warrant of
Attorney for said Plummer herein the
writing & service of process, after the
appearance of said Plummer to the action
of assumpsit brought against him by
said Ira Reynolds in the Court of Common
Pleas of the said County, at the Nettle Tree
1845th term, and confides judgment against
said Plummer in favor of said Reynolds
for sum of Two hundred & thirty four Dollars
& thirty six cents damages in manner
as said plainiff has declared & part of
writ issued by virtue of said warrant of
Attorney all which is released and
all right of appeal waived -

Union Can. Pleas.

Philip Plummer
ads.
Ira Reynolds

Plea.

Stray Curry
Attorney for
Philip Plummer

This is to authorize Otway Curry, or any other licensed attorney of the State of Ohio, to appear for me before the Court of Common Pleas of Union County in said State, at the October Term thereof A. D. 1845, in an amicable action of Assumpsit for money had and received, to be instituted by Ira Reynolds of Champaign County in said State, and then and there waive process and confess judgment in favor of said Reynolds against me for the sum of Two Hundred and thirty four Dollars and thirty six cents, the same being the amount of principal and interest which will at that time be due upon a certain note of hand given by me to said Reynolds on the 6th day of November 1839 — together with costs of suit. And said attorney is hereby further authorized to release all errors which may accrue in the rendition of said Judgt. by reason of want of process or otherwise, and all right of appeal.

Witness my hand and seal this

Day of

1845

Signed and sealed in
presence of

H. K. Robertson

Philip Sumner Seal

Rep Summe
\$243.14

Rec on the within
80. \$ June 26, 1841

	235	
	214	
	<hr/>	
	1165	
49	231	
2	50	
21		
107		
5		
45		145
75		<hr/>
254		1450
41		480
<hr/>		1480
291		
		2450
		45
		<hr/>
		67

dr. 231.80

One day after date I promise to pay
Ira Payholds or bearer Two Hundred and
Forty Three dollars & 14 cents it being for
Value Received this 6th November 1839
Philip Sumner

Ex. Docket page 403

vs
Philip Plummer

Damage	\$ 234.36
Costs	2562
Interest	868
Writ	41

June 16 - 1846	\$ 72.00
July 1 "	41.00

Filed March 23rd 1847
John Cassil

Recorded

Received this writ November 18th 1846. Advertiser the
 within described real estate in the argus a paper
 published and in general circulation in the
 County of Union, Ohio for sale on the 18th
 day of March A.D. 1847 between the hours of 11
 o'clock, A.M. and 4 o'clock, P.M. having given
 30 days previous notice I offered the same for
 sale at the door of the Court House on the
 18th day of March A.D. 1847. not sold for

want of bidders

Fees - Advertising 25

Printers Fee \$ 3.00

Service 35 = \$ 3.60.

Philip Under Sheriff

March 23rd 1847 made on the within
 one hundred and fifty four dollars
 and Eighty seven cents in full costs
 included and paid over to Clark except \$ 3.60 my fee

Fees - Pounage \$ 3.00 Philip Under Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Philip Stummes
to wit, 176 acres of land part of survey No. 6293
Bounded on the East by B. Zappert's land on the south
by the Zaway Road, on the West by Sherman & Brown's
land, and on the North by Lots No. 6282 & 6161 - also
in lots Nos. 1, 2, 3, 4, 18, 20, 23, 24 & 113 in the town of
Richwood

which according to our commands you have taken into your hands, and which remain unsold as you have
certified to the Judges of our Court of Common Pleas, of our said County; to satisfy Ira Reynolds
the sum of
Two Hundred & thirty four dollars and thirty six cents,
for his damages, together with \$ 2,56 for his costs, with interest thereon from the
28th day of October A. D. 1845 until paid; which late in our said Court the said
Ira Reynolds recovered against the said Philip Stummes
as of record is manifest. Also \$ 8,68 increase of costs, and accruing costs. And that you have
the same before the said Court at the Court House in Marysville, on the first day of their next term, to ren-
der unto said Ira Reynolds

Hereof fail not at your peril, and have then, there, this writ.

Witness, JOHN CASSIL, Clerk of said Court at the Court
House in Marysville, this 18th day of October
A. D. 1846.

John Cassil

CLERK.

Recorded

Received July 27. 1846
 John Cecil CR
 advertised
 appraisers
 1-50
 3-00
 \$3,77
 Prudence - 82
 Advertisory - 25
 Levy - 35
 Copy of apt - 25
 Inquest - 1-00
 Mileage - 75
 Service - 40-35

received July 1st 1846 - \$41-00
 Cr. June 16. 1846 \$72..

Damn	\$ 234.36
Costs	2.56
Writ	.41

E + Lock. P - 403
 Ira Reynolds
 an
 Philip Plummer.

Received this writ June 16th A D 1846 - Seized June 18th to 1846 - on 176 acres of Land. Part of Survey No 6293, one Mile and a half East of the Town of Richmond in said County, Bounded on the East by B ~~to~~ Jappins Land and on the South by the James Road on the W by Sherman & Brown, Land and on the N by Lots 6282, 6661 - also In lots 61, 23, 4-18, 20, 23, 24, & 113 - in the Town of Richmond in said County - had the above described Real Estate, appraised by the oath of Joseph C. Ross C P Hamilton & J W Phillips as follows - the 176 acres of Land at \$3-33 per acre In lots 61 & 2. at \$34-00 3 at \$8-74 at \$8-20 - at \$8-20 - at \$12-23 at \$6-24-20 \$6-113 at 10-00 - returned a copy of appraisal forthwith to the clerks office - et advertised the above described Real Estate in the Argus a News paper published and in general Circulation in Union County, for sale at the door of the Court House in said County on the 27th day of July 1846

July 27th 1846 - Offered the above described Real Estate for sale at the door of the Court House in Marysville not Sold for want of Bidders
 J W Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 28th day of October A. D. 1845.

M Ira Reynolds.
recovered against Phillip Plummer

as well as the sum of Two hundred and thirty four dollars and thirty six cents for ~~his~~ ~~debt, the amount of~~

~~dollar and~~ ~~cents, for~~ damages as also the sum of \$2.56 $\frac{1}{2}$ for his cost and charges in that behalf

expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Phillip Plummer

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 28th day of October A. D. 1846, until paid: also the sum of \$

the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Ira Reynolds

Hereof fail not at your peril; and have you then there this writ.

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 16th day

of June A. D. 1846.

John Cassil Clerk

Filed June 16. 1846
John Cassil

Ira Reynolds

Philip Chewmen

Union Com. Secy

Head-on War. of 1861

Was proper inst. of execution

To the Clerk

Union Com. Secy

Nov 16 - 1846

W. Lawrence
Stops at

Civil/Domestic Case File
Case No. 1845-CV-0049

No. 45-CV-49

Union Common Pleas Court.

James C. Davies Plaintiff,
AGAINST
George Hall Defendant.

MAY TERM 1847

Judgment VS Plaintiff

No Record.

Journal 4

Page 3

Record No.

Page

Ex. Doc.

Page

James C. Dines
18 { precept
George Hall

Filed Nov. 5th 1845
John Basil, clerk

Copied

By P. B. Beale
for Petts

Jan 45

James to Sines } Union Law. Pleas
vs } In Case
George Hall } Damages Two hundred dollars

Issue a summons returnable next

Term. in above suit brought to recover damages
of the defendant late a Constable of Liberty Township
Union County and State of Ohio, on account of the said
defendant having wrongfully and against the will of the plaintiff
permitted one Charles Irving to escape from his defendants
custody in whose custody as such Constable the said
Charles Irving was by virtue of an execution for goods
chattles and body issued by David Danforth a Justice of the
peace in & for the Township aforesaid. on a judgment for righty
three dollars and 83 cts in favor of a woman Reed for the
use and benefit of the said James to Sines against the said
Irving, damages claimed \$200.00 also for permitting the said
Irving to make a voluntary escape from apts custody as
such Constable, ^{and being} ~~being~~ arrested & ^{was} committed to the Jail of the County
on an other execution for goods chattels and body
issued by the said Justice of the peace on an other judgment in favor
of the plaintiff and against the defendant for the further sum of righty
three dollars & 83 cts debt & 90 cts cts. ~~by~~ ^{by} the said Judgment
~~and~~ ^{and} ~~being~~ ^{being} then and still wholly unpaid - damages claimed

\$200.00

To John Cassil Clerk
November 4th 1845

P Bleale atty for Pltff

Union Com Plea

George Wall
vs Plea
James C Dines

Filed July 29th 1846
John Capie, Clerk

George Hall
et al
James C. Dynes.

Union Cause on Pleas.
July Term 1846.

And the said George Hall
comes and defends and says, that he is
not guilty of the several grievances, alleged
against him by the said James C. Dynes in
manner and form as the said Dynes hath
alleged the said grievances against him
and of this he puts him self upon the country.
And the Plt. doth the like.

Wm C. Lawrence
Atty for Deft.

Union Court House

George Hall

vs

James C. Dines

Sum

Filed July 29th 1846
John Casid, clerk

George Hall
et al.
James C. Dymond

Verdict Common Pleas
July Term 1846.

The said George Hall comes and
defends and says that the declaration and the matters
and things therein contained are not sufficient
in law to entitle the said James C. Dymond to
recover damages of him, and of this he prays
judgment of the court, that he may be discharged
from further answering the said declaration.

Wm. C. Lawrence his Atty.

Bices
v
Hall }

Grinder in Denver

Filed July 29. 1866
John Cassil Clk.

James C Davis
vs
George Hall } on Demurrer to Declaration

And the said James C Davis
says that his Declaration ~~and the matter~~
aforesaid is sufficient in law to maintain
his action aforesaid and that he is ready to verify the
same, wherefore he prays Judgement and his dam-
ages aforesaid to be adjudged to him

By P B Cole his Atty
J

STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING.

We command you to summon

Gorge Hall

to appear

on the first day of our next term, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County to answer unto

James C. Dines

in a plea of *The Case*

damages *two Hundred* dollars.

And have you then there this writ.

WITNESS, JOHN CASSIL, Clerk of

said Court, at the Court House afore-

said this *4th* day of *Nov.* A. D. 1815

John Cassil CLERK.

Union Cow Pleas

James C. Series

vs { Case

George Wall

Filed May 26. 1846
John Cassilck

Remuner over
leave to Dept
to be paid, plea
of content
Cost bill made

State of Ohio
Union County }
}

Court of Common Pleas April
Term 1845

James B Dines complains of George Hall in
a plea of the Case for that whereas Norman Reed
for the use of the said James B Dines heretofore
to wit on the 29th day of May A D 1844 By the consid-
eration and judgement of David Dunforth a Justice of
the peace in and for the Township of Liberty County of
Union in the State of Ohio recovered against one Charles
Ewing the sum of eighty three dollars and eighty three
which by before the said Justice of the peace was
then and there adjudged to the plaintiff as assessed
for his debt, whereas the said Charles Ewing was
convicted, And the plaintiff further saith, that
he the said plaintiff for having execution of the
said judgement after as to wit on the 18th day
of July 1844 sued and prosecuted out from the
said Justice of the peace an execution against the
goods chattels and body ~~of~~ upon the said judg-
ment against the said Charles Ewing directed
to any Constable of the Township of Liberty
by which said writ the State of Ohio command
such Constable that of the goods and chattels of
the said Charles Ewing he came to be made the
said debt and costs and costs that ought accrue, But
for want of goods and chattels whereon to levy, then
take the body of the said Charles Ewing to the jail of
the County there to be safely kept in the custody of the
jailor until the said debt and costs that had therein
as the Court that might accrue should be paid or
he be otherwise disposed of, and that legal service and due
return be made of said writ, which said writ after
and before the delivery to the said Constable to be executed

as herein after
mentioned writ on the 18th day of July 1844 at the
Township and County aforesaid was duly endorsed with
the exact amount of debt and costs for which said
judgment was entered to wit debt \$83.83. costs
1.90 and which writ so endorsed as aforesaid, and before
the said return thereof to wit on the day and year last
aforesaid at the Township and County aforesaid was deli-
vered to said George Hall who then and from thence
forth until and at and after the return of the said writ
was a constable of said Township of Liberty, to be seen
and held in due form of law by virtue of which said
writ the said defendant so being constable as aforesaid
afterwards and before the return of said
writ to wit on the 20th day of July 1844 within
the Township of Liberty aforesaid took and arrested
the Charles Irving by his body and then and then
by virtue of said writ and of the said endorse-
ment so made thereon as aforesaid had and
detained him in his custody in execution for the
said sum of money so endorsed on and stated in
the said writ as aforesaid, and kept and detained him
in custody from then and until the said defendant
so being constable as aforesaid without the leave
afterwards to wit on the day and year last aforesaid
at the County aforesaid without the leave
and license, and against the will of the said
plaintiff wrongfully suffered and permitted the
said Charles Irving to escape and go at large
whenever he would out of the custody of
the said defendant he the said defendant
so then being constable as aforesaid, and the
said sum of money so endorsed on and stated
in the said writ as aforesaid being then and
still wholly unpaid and unsatisfied to the said pl^tf.

to wit at the County aforesaid by removal whereof the plaintiff was and is deprived of the means of the recovery of the said best mentioned sum of money, so due and owing to him as last aforesaid and has ~~the~~ wholly lost the same to the damage of the plaintiff two hundred dollars.

- And whereas also the said Charles Ewing on the 29th day of May A.D. 1844 at the Township of Liberty in the County and State aforesaid then and there appeared before David Danforth a Justice of the peace in and for the said Township of Liberty and confessed ^{other} Judgment in favor of John man Reed for the use of James C. Series ^{the plaintiff} for the sum of eighty three dollars and eighty three cents debt and costs of suit. And the plaintiff further saith that the said plaintiff for having his execution of the said Judgment after a ^{copy} ~~copy~~ ^{was} ~~was~~ ^{made} ~~made~~ ^{on} ~~on~~ ^{the} ~~the~~ ^{18th} ~~the~~ ^{day} of July A.D. 1844. Said and prosecuted out from the office of the said Justice of the peace an execution against the goods chattels and body of the said Charles Ewing ⁱⁿ ~~in~~ ^{the} ~~the~~ ^{said} ~~said~~ ^{judgment} against him, directed to any Constable of said Liberty Township, commanding such Constable that of the goods and Chattels of the said Charles Ewing he cause to be made ^{the said} ~~the~~ ^{debt and cost} ~~debt and cost~~ ^{and cost} that might accrue, but for want of goods and Chattels whereof to levy there to take the body of the said Charles Ewing to the Jail of the County, there to be safely kept in the custody of the Jailor until the said debt and cost ~~are paid~~ ^{shall be paid} that had accrued and costs that might accrue shall be paid, or he be otherwise discharged and that he make legal service and ^{due} ~~return~~ ^{return} of said writ.

which said writ afterwards and before the delivery
to the said Constable to be executed as hereinafter
mentioned ^{writ} on the 18th day of July 1784 at the
Township and County aforesaid was duly endorsed
with the exact ~~sum~~ amount of debt and costs
for which said Judgment was entered to wit
Debt \$83.83 Cost 1.90 And which writ so endorsed
as aforesaid before the said return thereof to wit
the day and year last aforesaid at the Town-
ship and County aforesaid was delivered to the said
George Hall who then and from thence forth
until and at and after the return of said writ
was a constable of said Township of Liberty
to be executed in due form of law, by virtue of
which said writ the said defendant so being
a constable as aforesaid afterwards and before the
return of said writ ^{writ} on the ~~day and year last~~
~~aforesaid to wit~~ 25th day of July 1784
within the Township of Liberty aforesaid took and
arrested the said Charles Ewing by his body
and then and thence by virtue of said writ and
the said endorsement so made thereon as aforesaid
had and detained him in custody in execution for the
said sum of money so endorsed and stated in
the said writ as aforesaid and kept and detained
him in custody from thence until the said
defendant so being constable as aforesaid
afterwards to wit on the day and year last
aforesaid at the County aforesaid ~~with force~~
~~and arms~~ without the law and license
against the will of the said plaintiff wrongfully
& wilfully suffered and permitted the said Charles Ewing
to make a voluntary escape and go at large.

whereas he would not of the custody of the
said defendant in the said defendant so
the being Constable as aforesaid and the said
sum of money so endorsed on and stated in the
said writ as aforesaid being then and still wholly
unpaid and unsatisfied to the said plaintiff
by reason whereof the plaintiff was and is deprived
of the means of the recovery of the said last-mentioned
sum of money so due and owing to him as
last aforesaid and has wholly lost the same
to wit at the County aforesaid to the damage
of the plaintiff two hundred dollars and therefore
he sues &c

Pay P. D. Cole his
Atty